



भारत का राजपत्र The Gazette of India

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सं. 21] नई दिल्ली, मई 18—मई 24, 2008, शनिवार/वैशाख 28—ज्येष्ठ 3, 1930

No. 21] NEW DELHI, MAY 18—MAY 24, 2008, SATURDAY/VAISAKHA 28—JYAISTHA 3, 1930

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह पुस्तक संकलन के रूप में रखा जा सके
Separate Paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)
PART II—Section 3—Sub-section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं
Statutory Orders and Notifications Issued by the Ministries of the Government of India
(Other than the Ministry of Defence)

वित्त मंत्रालय

(व्यय विभाग)

महालेखा नियंत्रक का कार्यालय

नई दिल्ली, 16 मई, 2008

का.आ. 1128.—इस कार्यालय की दिनांक 12-10-2007 की अधिसूचना सं.ए-28015/2007/एमएफसीजीए/आरटीआई/एडमिन/886 और दिनांक 15-11-2007 की सं.ए-28015/2007/एमएफसीजीए/आरटीआई/एडमिन अधिक्रमण करते हुए महालेखा नियंत्रक ने महालेखा नियंत्रक कार्यालय के संबंध में सूचना का अधिकार अधिनियम, 2005 के प्रयोजन के लिए श्री एम. श्रीधरन, संयुक्त महालेखा नियंत्रक को अपीलीय प्राधिकारी के रूप में और श्रीमती टी.सी.ए. कल्याणी, उप महालेखा नियंत्रक को केंद्रीय जनसूचना अधिकारी के रूप में मनोनीत किया है।

श्री एम. श्रीधरन, अपीलीय प्राधिकारी और श्रीमती टी.सी.ए. कल्याणी, केंद्रीय जनसूचना अधिकारी के कार्यालय और आवास के पते इस प्रकार हैं :—

1733 G1/2008

श्री एम. श्रीधरन, संयुक्त महालेखा नियंत्रक कार्यालय का पता :—

वित्त मंत्रालय

व्यय विभाग, महालेखा नियंत्रक

8वां तल, लोकनायक भवन,

खान मार्किट, नई दिल्ली - 110003

दूरभाष सं.-24622301

फैक्स सं.-24642383

आवास का पता :—

ए-007, प्रगति विहार हास्टल, लोदी रोड,

नई दिल्ली - 110003 दूरभाष सं.-24365313

श्रीमती टी.सी.ए. कल्याणी, उप महालेखा नियंत्रक कार्यालय का पता :—

वित्त मंत्रालय

व्यय विभाग, महालेखा नियंत्रक

8वां तल, लोकनायक भवन,

खान मार्किट, नई दिल्ली - 110003

दूरभाष सं.-24692677

फैक्स सं.-24615564

आवास का पता:—

डी-1/183, विनाय मार्ग, चानक्यपुरी,
नई दिल्ली - 110021
दूरभाष सं.-26113328, 26113676

[सं. ए-28015/2007/एमएफसीजीए/आरटोआई/एडमिन]
आर. के. सक्सेना, सहायक लेखा नियंत्रक

MINISTRY OF FINANCE

(Department of Expenditure)

OFFICE OF CONTROLLER GENERAL OF ACCOUNTS

New Delhi, the 16th May, 2008

S.O. 1128.—In supersession of this office Notification No. A-28015/2007/MFCGA/RTI/Admn./886 dated 12-10-2007 and No. A-28015/2007/MFCGA/RTI/Admn. Dated 15-11-2007, Controller General of Accounts has designated Sh. M. Sridharan, Jt. Controller General of Accounts as the Appellate Authority and Smt. T.C.A. Kalyaani, Dy. Controller General of Accounts as Central Public Information Officer (CPIO) for the purpose of right to Information Act, 2005 in respect of the Office of Controller General of Accounts.

The office and residential addresses of Sh. M. Sridharan, Appellate Authority and Smt. T.C.A. Kalyaani, CPIO are as under :—

Sh. M. Sridharan, Jt. Controller General of Accounts :—

Office Address :—

Ministry of Finance
Department of Expenditure
Controller General of Accounts,
8th Floor, Lok Nayak Bhawan,
Khan Market, New Delhi- 110003
Tel. No.-24622301
Fax No.-24642383

Residential Address :—

A-007, Pragati Vihar Hostel, Lodhi Road,
New Delhi- 110003
Tel. No.-24365313

Smt. T.C.A. Kalyaani, Dy. Controller General of Accounts :—

Office Address :—

Ministry of Finance
Department of Expenditure
Controller General of Accounts,
8th Floor, Lok Nayak Bhawan,
Khan Market, New Delhi- 110003
Tel. No.-24692677
Fax No.-24615564

Residential Address :—

D-1/183, Vinay Marg, Chanakyapuri,
New Delhi- 110021
Tel. No.-26113328, 26113676

[No. A-28015/2007/MFCGA/RTI/Admn.]
R. K. SAXENA, Asstt. Controller of Accounts

(वित्तीय सेवाएं विभाग)

नई दिल्ली, 16 मई, 2008

का.आ. 1129:—राष्ट्रीयकृत बैंक (प्रबंध एवं प्रकीर्ण उपबंध) स्कीम, 1970/1980 के खंड 3 के उपखंड (1), और खंड 8 के उपखंड (1) के साथ पठित, बैंककारी कंपनी (उपक्रमों का अर्जन एवं अंतरण) अधिनियम, 1970/1980 की धारा 9 की उपधारा (3) के खंड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केंद्रीय सरकार, भारतीय रिजर्व बैंक से परामर्श करने के पश्चात् एतद्वारा, श्री वाई. एल. मदान (जन्म तिथि - 24-8-1950), जो वर्तमान में कनारा बैंक के महाप्रबंधक हैं, को उनके पदभार ग्रहण करने की तारीख से तथा अधिवर्षिता की आयु प्राप्त करने अर्थात् 31 अगस्त, 2010 तक, अथवा अगले आदेश होने तक, जो भी पहले हो, इंडियन ओवरसीज बैंक के पूर्णकालिक निदेशक (कार्यपालक निदेशक के रूप में पदनामित) के रूप में 22050-500-24050 रुपये के वेतनमान में नियुक्त करती है।

[फा. सं. 9/18/2007-बी. ओ. 1]

जी. बी. सिंह, उप सचिव

(Department of Financial Services)

New Delhi, the 16th May, 2008

S.O. 1129.—In exercise of the powers conferred by clause (a) of sub-section (3) of Section 9 of the Banking Companies (Acquisition and transfer of Undertakings) Act, 1970/1980, read with sub clause (1) of clause 3, sub-clause (1) of clause 8 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970/1980 the Central Government, after consultation with the Reserve Bank of India, hereby appoints Shri Y. L. Madan. (DOB. 24-08-1950) presently General Manager, Canara Bank as a whole time director (designated as Executive Director) Indian Overseas Bank in the pay scale of Rs. 22050-500-24050 from the date of his taking over charge of the post and till the date of his superannuation i.e. up to 31st August, 2010 or until further orders, whichever is earlier.

[F.No. 9/18/2007-BO-1]

G. B. SINGH, Dy. Secy.

नई दिल्ली, 16 मई, 2008

का.आ. 1130.—राष्ट्रीयकृत बैंक (प्रबंध एवं प्रकीर्ण उपबंध) स्कीम, 1970/1980 के खंड 3 के उपखंड (1), और खंड 8 के उपखंड (1) के साथ पठित, बैंककारी कंपनी (उपक्रमों का अर्जन एवं अंतरण)

अधिनियम, 1970/1980 की धारा 9 की उपधारा (3) के खंड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केंद्रीय सरकार, भारतीय रिजर्व बैंक से परामर्श करने के पश्चात् एतद्द्वारा, श्री अनिल गिरोत्रा, (जन्म तिथि - 25.9.1951), जो वर्तमान में केनरा बैंक के महाप्रबंधक हैं, को उनके पदभार ग्रहण करने की तारीख से तथा अधिवर्षिता की आयु प्राप्त करने अर्थात् 30 सितम्बर, 2011 तक, अथवा अगले आदेश होने तक, जो भी पहले हो, आन्ध्रा बैंक के पूर्णकालिक निदेशक (कार्यपालक निदेशक के रूप में पदनामित) के रूप में 22050-500-24050 रुपये के वेतनमान में नियुक्त करती है।

[फा. सं. 9/18/2007-बी. ओ. I]

जी. बी. सिंह, उप सचिव

New Delhi, the 16th May, 2008

S.O. 1130.—In exercise of the powers conferred by clause (a) of sub-section (3) of Section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970/1980, read with sub clause (1) of clause 3, sub-clause (1) of clause 8 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970/1980 the Central Government, after consultation with the Reserve Bank of India, hereby appoints Shri Anil Girotra, (DOB: 25.09.1951) presently General Manager, Canara Bank as a whole time director (designated as Executive Director) Andhra Bank in the pay scale of Rs. 22050-500-24050 from the date of his taking over charge of the post and till the date of his superannuation i.e. upto 30th September, 2011 or until further orders, whichever is earlier.

[F.No. 9/18/2007-BO-I]

G.B. SINGH, Dy. Secy

नई दिल्ली, 16 मई, 2008

क्र.आ. 1131.—राष्ट्रीयकृत बैंक (प्रबंध एवं प्रकीर्ण उपबंध) स्कीम, 1970/1980 के खंड 3 के उपखंड (1), और खंड 8 के उपखंड (1) के साथ पठित, बैंककारी कंपनी (उपक्रमों का अर्जन एवं अंतरण) अधिनियम, 1970/1980 की धारा 9 की उपधारा (3) के खंड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केंद्रीय सरकार, भारतीय रिजर्व बैंक से परामर्श करने के पश्चात् एतद्द्वारा, श्री एच. रत्नाकर हेगड़े (जन्म तिथि - 6.11.1950), जो वर्तमान में विजया बैंक के महाप्रबंधक हैं, को उनके पदभार ग्रहण करने की तारीख से तथा अधिवर्षिता की आयु प्राप्त करने अर्थात् 30 नवम्बर, 2010 तक, अथवा अगले आदेश होने तक, जो भी पहले हो, ओरियंटल बैंक ऑफ कॉमर्स के पूर्णकालिक निदेशक (कार्यपालक निदेशक के रूप में पदनामित) के रूप में 22050-500-24050 रुपये के वेतनमान में नियुक्त करती है।

[फा. सं. 9/18/2007-बी. ओ. I]

जी. बी. सिंह, उप सचिव

New Delhi, the 16th May, 2008

S.O. 1131.—In exercise of the powers conferred by clause (a) of sub-section (3) of Section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970/1980, read with sub-clause (1) of clause 3, sub-clause (1) of clause 8 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970/1980, the Central Government, after consultation with the Reserve Bank of India, hereby appoints Shri H. Rathnakara Hegde, (DOB: 6.11.1950) presently General Manager, Vijaya Bank as a whole time director (designated as Executive Director) Oriental Bank of Commerce in the pay scale of Rs. 22050-500-24050 from the date of his taking over charge of the post and till the date of his superannuation i.e. upto 30th November, 2010 or until further orders, whichever is earlier.

[F.No. 9/18/2007-BO-I]

G. B. SINGH, Dy. Secy.

शुद्धि-पत्र

नई दिल्ली, 19 मई, 2008

क्र.आ. 1132.—1 मई, 2008 के भारत का राजपत्र के भाग II, खंड 3, उप-खंड (ii) में प्रकाशित, वित्त मंत्रालय, वित्तीय सेवाएं विभाग की 1 मई, 2008 की असाधारण अधिसूचना सं. का.आ. 1071 (अ) के हिंदी रूपान्तर में आंशिक संशोधन करते हुए, पंक्ति संख्या 14, पृष्ठ 1 में नए सम्मेलित क्षेत्रीय ग्रामीण बैंक का नाम उत्तर बिहार क्षेत्रीय ग्रामीण बैंक के स्थान पर उत्तर बिहार ग्रामीण बैंक पढ़ा जाए।

[फा. सं. 1/4/2006-आर आर बी]

एम. के. मल्होत्रा, उप सचिव

CORRIGENDUM

New Delhi, the 19th May, 2008

S.O. 1132.—In the Hindi version of Ministry of Finance, Department of Financial Services Extraordinary notification No. S. O. 1071 (E) dated the 1st May, 2008 published in the Gazette of India Part II, Section -3 sub-section (ii) dated the 1st May, 2008, at line number 14, page 1, the name of new amalgamated RRB may be read as Uttar Bihar Gramin Bank in place of Uttar Bihar Kshetriya Gramin Bank.

[F.No. 1/4/2006-RRB]

M. K. MALHOTRA, Dy. Secy.

उपभोक्ता मामले, खाद्य और सार्वजनिक वितरण मंत्रालय

(खाद्य और सार्वजनिक वितरण विभाग)

नई दिल्ली, 16 मई, 2008

क्र.आ. 1133.—केंद्रीय सरकार राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उप नियम (4) के अनुसारण में उपभोक्ता मामले, खाद्य और सार्वजनिक वितरण

मंत्रालय (खाद्य और सार्वजनिक वितरण विभाग) के प्रशासनिक नियंत्रणाधीन भारतीय खाद्य निगम के निम्नलिखित कार्यालय, जिनके 80 प्रतिशत से अधिक कर्मचारीवृन्द ने हिंदी का कार्यसाधक ज्ञान प्राप्त कर लिया है, को अधिसूचित करता है :-

1. भारतीय खाद्य निगम,
जिला कार्यालय,
आलप्पुजा, केरल
2. भारतीय खाद्य निगम,
जिला कार्यालय,
भुवनेश्वर, उड़ीसा

[संख्या ई-11011/1/2008-हिन्दी]

नवान. प्रकाश, संयुक्त सचिव

MINISTRY OF CONSUMER AFFAIRS, FOOD AND PUBLIC DISTRIBUTION

(Department of Food and Public Distribution)

New Delhi, the 16th May, 2008

S.O. 1133.—In pursuance of Sub-rule (4) of rule 10 of the Official Language (use for official purpose of the Union) Rules, 1976 the Central Government hereby notifies the following offices of Food Corporation of India under the administrative control of the Ministry of Consumer Affairs, Food & Public Distribution (Deptt. of Food & Public Distribution), where of more than 80% of staff have acquired the working knowledge of Hindi :

1. Food Corporation of India,
District Office,
Alappuzha, Kerala
2. Food Corporation of India,
District Office,
Bhubaneswar, Orissa

[No. E-11011/1/2008-Hindi]

NAVEEN PRAKASH, Jr. Secy.

(उपसंयुक्त मामले विभाग)

भारतीय मानक ब्यूरो

नई दिल्ली, 14 मई, 2008

का.आ. 1134.—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि नीचे अनुसूची में दिये गये मानक (को) में संशोधन किया गया/किये गये हैं :

अनुसूची

क्रम संशोधित भारतीय मानक की संख्या और वर्ष	संशोधन की संख्या और तिथि	संशोधन लागू होने की तिथि
(1)	(2)	(3)
1. 208 : 1996	संख्या 4, मार्च 2008	1 मई 2008

इस संशोधन की प्रति भारतीय मानक ब्यूरो मानक भवन, 9, बहादुर शाह जफर मार्ग, नई दिल्ली - 110002, क्षेत्रीय कार्यालयों : नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बटूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूणे तथा तिरुवनन्तपुरम में विक्री हेतु उपलब्ध हैं।

[संदर्भ : सीईडी/राजपत्र]

ए. के. सैनी, वैज्ञानिक 'एफ' एवं प्रमुख (सिविल इंजीनियरी)

(Department of Consumer Affairs)

BUREAU OF INDIAN STANDARDS

New Delhi, the 14th May, 2008

S.O. 1134.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of India Standards hereby notifies that amendment to the Indian Standard, particulars of which are given in the Schedule hereto annexed have been issued:

SCHEDULE

Sl No.	No. and year of the Indian Standards	No. and year of the amendment	Date from which the amendment shall have effect
(1)	(2)	(3)	(4)
1.	208:1996	No. 4 March, 2008	1 May 2008

Copy of this Standard is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9, Bhadur Shah Zafar Marg, New Delhi-110002 and Regional Offices: New Delhi, Kolkata Chandigarh, Chennai, Mumbai and also Branch Offices: Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[Ref: CED/Gazette]

A.K. SAINI, Scientist 'F' & Head (Civil Engg.)

नई दिल्ली, 14 मई, 2008

का.आ. 1135.—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि निम्न भारतीय मानकों में संशोधन किया गया/किये गये हैं :

अनुसूची

क्रम संशोधित भारतीय मानक की संख्या और वर्ष	संशोधन की संख्या और तिथि	संशोधन लागू होने की तिथि
(1)	(2)	(3)
1. आईएस 2473:1975 मध्य छिद्रों के आयाम	2	जनवरी 2008

(1)	(2)	(3)	(4)
2.	आईएस 14181 (भाग 1): 2002 संश्लिष्ट (प्लास्टिक) सरकवां फास्टर-विशेष प्रयोजन-भाग 1 उत्पादन के लिए विशिष्ट, चयन एवं भाग का रूप (पहला पुनरीक्षण)	2	मार्च 2008

इस भारतीय मानकों के संशोधन की प्रतियां भारतीय मानक ब्यूरो मानक भवन, 9, बहादुर शाह जफर मार्ग नई दिल्ली - 110002, क्षेत्रीय कार्यालयों : नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूणे तथा तिरुवनन्तापुरम में विक्री हेतु उपलब्ध हैं।

[संदर्भ : पीजीडी/जी-3.5]

पी. सी. जोशी, वैज्ञानिक 'ई' एवं प्रमुख (पीजीडी)

New Delhi, the 14th May, 2008

S.O. 1135.—In pursuance of clause (b) of sub-rule (1) of Rules (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of India Standards hereby notifies that the Indian Standards, particulars of which are given in the Schedule hereto annexed have been amended on the date indicated against each:

SCHEDULE

Sl No.	No. and year of the Indian Standards Established	No. of amendments & date	Date of Established
(1)	(2)	(3)	(4)
1.	IS 2473:1975 Dimensions for centre Holes	2	January 2008
2.	IS 14181(Part1): 2002 Synthetic (plastic) slide fasteners—Special purpose Part 1 Specifi- cation, selection and ordering guideline of the product (first revision)	2	March 2008

Copy of these Amendments of Standard is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi-110002 and Regional Offices: New Delhi, Kolkata Chandigarh, Chennai, Mumbai and also Branch Offices: Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Guwahati,

Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[Ref: PGD/G-3.5]

P. C. JOSHI, Scientist 'E' & Head (PGD)

नई दिल्ली, 14 मई, 2008

का.आ. 1136.— भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन भारतीय मानकों के विवरण नीचे अनुसूची में दिये गये हैं वे विस्थापित हो गए हैं:

अनुसूची

क्रम संख्या	संशोधित भारतीय मानक की संख्या और वर्ष	विस्थापित होने की तिथि	टिप्पणी
(1)	(2)	(3)	(4)
1.	आईएस 2666:1963 स्टाइड रूल (रेखिक टाइप) की विशिष्ट	9 मई, 2008	यह भारतीय मानक अप्रचलित हो गया है

[संदर्भ : पीजीडी/जी-3.5]

पी. सी. जोशी, वैज्ञानिक 'ई' एवं प्रमुख (पीजीडी)

New Delhi, the 14th May, 2008

S.O. 1136.—In pursuance of clause (b) of sub-rule (1) of Rules (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the Indian Standards, particulars of which are given in the Schedule hereto annexed has been cancelled and stands withdrawn:

SCHEDULE

Sl No.	No. and year of the Indian Standards Established	Date of Withdrawn	Remarks
(1)	(2)	(3)	(4)
1.	IS 2666:1963 Specification for Slide Rules (Linear Type)	9 May, 2008	This Indian Standard has become obsolete

[Ref: PGD/G-3.5]

P. C. JOSHI, Scientist 'E' & Head (PGD)

नई दिल्ली, 15 मई, 2008

क्र.आ. 1137.—भारतीय मानक ब्यूरो नियम, 1987 के नियम, 7 के उपनियम (1) खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन भारतीय मानकों के विवरण नीचे अनुसूची में दिए गए हैं वे स्थापित हो गए हैं :

अनुसूची

क्रम सं	स्थापित भारतीय मानक(कों) की संख्या वर्ष और शीर्षक	नये भारतीय मानक द्वारा अतिक्रमित भारतीय मानक अथवा मानकों, यदि कोई हो, की संख्या और वर्ष	स्थापित तिथि
(1)	(2)	(3)	(4)
1.	आईएस 14700(भाग 4/अनुभाग 4):2008 आई ई सी 61000-4-4:2004 विद्युत चुम्बकीय संगतता (ई एम सी) भाग 4 परीक्षण और मापन तकनीकें अनुभाग 4 विद्युत तीव्र अल्पकालिक/प्रस्केट प्रतिरक्षा परीक्षण (पहला पुनरीक्षण)		अप्रैल 2008
2.	आईएस 14700(भाग 4/अनुभाग 11): 2008 आई ई सी 61000-4-11: 2004 विद्युत चुम्बकीय संगतता (ई एम सी) भाग 4 परीक्षण और मापन तकनीकें अनुभाग 4 वोल्टेज डिप्स लघु व्यवधान और वोल्टेज विभिन्नताएँ प्रतिरक्षा परीक्षण		अप्रैल 2008
3.	आईएस 14700(भाग 6/अनुभाग 2): 2008 आई ई सी 61000-6-2:2005 विद्युत चुम्बकीय संगतता (ई एम सी) भाग 6 सामान्य मानक अनुभाग 2 औद्योगिक वातावरण के लिए प्रतिरक्षा		अप्रैल 2008

इस भारतीय मानक की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन, 9, बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों : नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं।

[संदर्भ : एलटीडी/जी-75]

लक्ष्मण स्वरूप, कृते प्रमुख (एलआईटीडी)

New Delhi, the 15th May, 2008

S.O. 1137.—In pursuance of clause (b) of sub-rule (1) of Rules (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the Indian Standards, particulars of which are given in the Schedule hereto annexed have been established on the date indicated against each:

SCHEDULE

Sl No.	No. & year of the Indian Standard Established	No. & year of Indian Standards, if any, Superseded by the New Indian Standard	Date of Establishment
(1)	(2)	(3)	(4)
1.	IS 14700 (Part 4/Sec 4): 2008 IEC 61000-4-4: 2004 Electromagnetic Compatibility (EMC)— Part 4: Testing and Measurement Techniques— Section 4: Electrical Fast Transient/Burst Immunity Test (First Revision)	—	April 2008

(1)	(2)	(3)	(4)
2.	IS 14700 (Part 4/Sec. 11) : 2008 IEC 61000-4-11 : 2004 Electromagnetic Compatibility (EMC)— Part 4 : Testing and Measurement Techniques— Section 11: Voltage Dips, Short Interruptions and Voltage Variations Immunity Test	-	April, 2008
3.	IS 14700 (Part 6/Sec. 2) : 2008 IEC 61000-6-2 : 2005 Electromagnetic Compatibility (EMC)— Part 6 : Generic Standards Section 2 : Immunity for Industrial Environment	-	April, 2008

Copy of this Standard is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi-110 002 and Regional Offices : New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[Ref: LTD/G-75]

LAXMAN SAROOP, for Head (LTD)

नई दिल्ली, 15 मई, 2008

क्र.आ. 1138.—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उपनियम (1) खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन भारतीय मानकों के विवरण नीचे अनुसूची में दिए गए हैं वह स्थापित हो गए हैं :

अनुसूची

क्रम सं.	स्थापित भारतीय मानक(कों) की संख्या वर्ष और शीर्षक	नये भारतीय मानक द्वारा अतिक्रमित भारतीय मानक अथवा मानकों, यदि कोई हो, की संख्या और वर्ष	स्थापित तिथि
(1)	(2)	(3)	(4)
1.	आईएस 15772: 2008 खुले प्रणालों में द्रव प्रवाह मापन — बड़ी नदियों और बाढ़ में निकासी के क्षेत्र मापन	-	30 अप्रैल, 2008

इस भारतीय मानक की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन, 9, बहादुर शाह जफर मार्ग, नई दिल्ली-110 002, क्षेत्रीय कार्यालयों: नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयंबटूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पुणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं।

[संदर्भ : डब्ल्यू आर डी 1/टी-74]

अनिलेश एम. डेविड, प्रमुख (जल संसाधन)

New Delhi, the 15th May, 2008

S.O. 1138.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the Indian Standards, particulars of which are given in the Schedule hereto annexed have been established on the date indicated against each :

SCHEDULE

Sr No.	No. & Year of the Indian Standards Established	No. & year of Indian Standards, if any, Superseded by the New Indian Standard	Date of Establishment
(1)	(2)	(3)	(4)
1.	IS 15772: 2008 Measurement of Liquid Flow in Open Channels—field Measurement of discharge in Large Rivers and Floods.	-	30 April, 2008

Copy of this Standard is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9 Bahadur Shah Zafar Marg, New Delhi-110 002 and Regional Offices : New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[Ref: WRD 1/T-74]

ANILESH M. DAVID, Head (Water Resources)

नई दिल्ली, 16 मई, 2008

का.आ. 1139.—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उपनियम (1) खंड (ख) के अनुसार में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन भारतीय मानकों के विवरण नीचे अनुसूची में दिए गए हैं वे स्थापित हो गए हैं :

अनुसूची

क्रम सं.	स्थापित भारतीय मानक(कों) की संख्या, वर्ष और शीर्षक	नये भारतीय मानक द्वारा अतिक्रमित भारतीय मानक अथवा मानकों, यदि कोई हो, की संख्या और वर्ष	स्थापित तिथि
(1)	(2)	(3)	(4)
1.	आईएस 15801 : 2008 तप्त और अतप्त जल व्यवस्था के लिए पॉलीप्रोपलीन रेन्डम कोपोलीमर पाइप— विशिष्ट	-	30 अप्रैल, 2008

इस भारतीय मानक की प्रतियाँ, भारतीय मानक ब्यूरो, मानक भवन, 9, बहादुर शाह जफर मार्ग, नई दिल्ली-110 002, क्षेत्रीय कार्यालयों : नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुंबई तथा शाखा कार्यालयों : अहमदाबाद, बंगलूर, भोपाल, भुवनेश्वर, कोयंबटूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूर्ण तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं।

[संदर्भ : सीईडी/राजपत्र]

ए. के. सैनी, वैज्ञानिक 'एफ' एवं प्रमुख (सिविल इंजीनियरी)

New Delhi, the 16th May, 2008

S.O. 1139.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the Indian Standards, particulars of which are given in the Schedule hereto annexed have been established on the date indicated against each:

SCHEDULE

Sl No.	No., & year of the Indian Standard Established	No. & year of Indian Standards, if any, Superseded by the New Indian Standard	Date of Established
(1)	(2)	(3)	(4)
1.	IS 15801 : 2008 Polypropylene— Random Copolymer Pipes for Hot and Cold Water Supplies—Specification	-	30 April, 2008

Copy of this Standard is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi-110 002 and Regional Offices : New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[Ref: CED/Gazette]

A. K. SAINI, Sec. 'F' & Head (Civil Engg.)

विद्युत मंत्रालय

नई दिल्ली, 14 मई, 2008

का.आ. 1140.—भारतीय विद्युत अधिनियम, 1956 के नियम 4(क) के साथ पठित विद्युत अधिनियम, 2003 (2003 का 36) के खंड 162 के उपखंड (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और भारत सरकार, विद्युत मंत्रालय की अधिसूचना सं. का.आ. 464 दिनांक 24 जनवरी, 2003 के अधिक्रम में, केंद्र सरकार एतद्वारा खान, सुरक्षा महानिदेशालय के निम्नांकित अधिकारियों को उक्त अधिनियम के उक्त

प्रयोजनों के लिए मुख्य वैद्युत निरीक्षक और वैद्युत निरीक्षक के रूप में नियुक्त करती है, जो जम्मू व कश्मीर राज्य को छोड़कर उनके अपने संबंधित क्षेत्रधिकार की स्थानीय सीमाओं के भीतर मुख्य वैद्युत निरीक्षक और वैद्युत निरीक्षक के रूप में, खान से संबंधित अपनी शक्तियों का प्रयोग और प्रकाशों का निर्वहन करेंगे—

मुख्य वैद्युत निरीक्षक

1. श्री आर. रामाचन्द्रन, उप महानिदेशक, खान सुरक्षा (वैद्युत)

वैद्युत निरीक्षक

1. श्री बी.एन. मिश्रा, निदेशक, खान सुरक्षा (वैद्युत)
2. श्री धर्मेन्द्र कुमार, निदेशक, खान सुरक्षा (वैद्युत)
3. श्री बी.के. पाणिग्रही, निदेशक, खान सुरक्षा (वैद्युत)
4. श्री एस.के. तालुकदार, निदेशक, खान सुरक्षा (वैद्युत)
5. श्री बी.के. लता, उप निदेशक, खान सुरक्षा (वैद्युत)
6. श्री एम.के. दास, उप निदेशक, खान सुरक्षा (वैद्युत)
7. श्री के.एन. घोष, उप निदेशक, खान सुरक्षा (वैद्युत)
8. श्री मुकेश श्रीवास्तव, उप निदेशक, खान सुरक्षा (वैद्युत)
9. श्री जी.पी. राय, उप निदेशक, खान सुरक्षा (वैद्युत)
10. श्री यू.एन. चंडेय, उप निदेशक, खान सुरक्षा (वैद्युत)
11. श्री जी.एल. कांता राय, उप निदेशक, खान सुरक्षा (वैद्युत)
12. श्री एस.के. ठाकुर, उप निदेशक, खान सुरक्षा (वैद्युत)
13. श्री राधेश्याम, उप निदेशक, खान सुरक्षा (वैद्युत)
14. श्री बी.एस. निम, उप निदेशक, खान सुरक्षा (वैद्युत)
15. श्री के.एस. यादव, उप निदेशक, खान सुरक्षा (वैद्युत)
16. श्री एम.के. मालवीय, उप निदेशक, खान सुरक्षा (वैद्युत)
17. श्री एम. सहाय, उप निदेशक, खान सुरक्षा (वैद्युत)

[फा.सं. 42/4/2001-आर एंड आर]

आई. सी. पी. कोहली, संयुक्त सचिव

MINISTRY OF POWER

New Delhi, the 14th May, 2008

S.O. 1140.—In exercise of the powers conferred by sub-section (1) of Section 162 of the Electricity Act, 2003 (36 of 2003) read with Rule 4(A) of the Indian Electricity Rules, 1956 and in supersession of Government of India, Ministry of Power Notification No. S.O. 464 dated 24th January, 2003, the Central Government hereby appoints the following officers of the Directorate General of Mines Safety as Chief Electrical Inspector and Electrical Inspectors for the said purpose of the said Act, who shall exercise the powers and perform the functions of a Chief Electrical Inspector and an Electrical Inspector in relation to a mine, within the local limits of their respective jurisdiction except the State of J&K :—

Chief Electrical Inspector

1. Shri R. Ramachandran, Deputy Director General of Mines Safety (Elect.)

Electrical Inspectors

1. Shri B.N. Mishra, Director of Mines Safety (Electrical)
2. Shri Dharmendra Kumar, Director of Mines Safety (Electrical)
3. Shri B.K. Panigrahi, Director of Mines Safety (Electrical)

4. Shri S.K. Talukdar, Director of Mines Safety (Electrical)
5. Shri B.K. Lama, Deputy Director of Mines Safety (Electrical)
6. Shri M.K. Das, Deputy Director of Mines Safety (Electrical)
7. Shri K.M. Ghosh, Deputy Director of Mines Safety (Electrical)
8. Shri Mukesh Srivastava, Deputy Director of Mines Safety (Electrical)
9. Shri G.P. Rao, Deputy Director of Mines Safety (Electrical)
10. Shri U.N. Pandey, Deputy Director of Mines Safety (Electrical)
11. Shri G.L. Kanta Rao, Deputy Director of Mines Safety (Electrical)
12. Shri S.K. Thakur, Deputy Director of Mines Safety (Electrical)
13. Shri Radhe Shyam, Deputy Director of Mines Safety (Electrical)
14. Shri B.S. Nim, Deputy Director of Mines Safety (Electrical)
15. Shri K.S. Yadav, Deputy Director of Mines Safety (Electrical)
16. Shri M.K. Malviya, Deputy Director of Mines Safety (Electrical)
17. Shri M. Sahay, Deputy Director of Mines Safety (Electrical)

[F.No. 42/4/2001-R &R]

I.C.P. KESHARI, Jt. Secy.

कोयला मंत्रालय

नई दिल्ली, 19 मई, 2008

क्र.अ. 1141.—केंद्रीय सरकार, कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) (जिसे इसमें इससे पश्चात् उक्त अधिनियम कहा गया है) की धारा 7 की उपधारा (1) के अधीन जारी, भारत सरकार के कोयला मंत्रालय की अधिसूचना संख्या क्र.आ. 1686 (अ) तारीख 30 सितम्बर, 2007 जो भारत सरकार के राजपत्र, भाग II, खंड 3, उपखंड (ii), तारीख 1 अक्टूबर, 2007 में प्रकाशित की गई थी, उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट परिक्षेत्र की भूमि पर सभी अधिकारों के अर्जन के अपने आशय की सूचना दी थी;

और सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 8 के अनुसरण में केंद्रीय सरकार को अपनी रिपोर्ट दे दी है;

और केंद्रीय सरकार का, पूर्वोक्त रिपोर्ट पर विचार करने के पश्चात् और झारखण्ड सरकार से परामर्श करने के पश्चात् यह समाधान हो गया है कि प्रथम चरण में इससे संलग्न अनुसूची में वर्णित केवल 590.61 हेक्टेयर (लगभग) या 1459.40 एकड़ (लगभग) माप वाली भूमि में के सभी अधिकार अर्जित किये जाने चाहिये;

अतः अब केंद्रीय सरकार कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) की धारा 9 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि प्रथम चरण में उक्त अनुसूची में यथावर्णित केवल 590.61 हेक्टेयर (लगभग) या 1459.40 एकड़ (लगभग) माप वाली भूमि में के सभी अधिकार अर्जित किये जाते हैं।

इस अधिसूचना के अधीन आने वाले क्षेत्र के रेखांक सं. एनटीपीसी/सीएम/07/एम आई एन/003 तारीख 4 जनवरी, 2008 का निरीक्षण उपर्युक्त, हजारीबाग (झारखण्ड राज्य) के कार्यालय में या कोयला नियंत्रक, I, कार्बसिल हाऊस स्ट्रीट, कोलकाता-700001 के कार्यालय में या उप महाप्रबंधक (मानव संसाधन), एनटीपीसी लिमिटेड, पकरी बरवाडीह कोल माईनिंग प्रोजेक्ट, नवाबगंज, लक्ष्मी पेट्रोल पंप के सामने, हजारीबाग-825301 (झारखण्ड) के कार्यालय में या कार्यकारी निदेशक, (कोल माईनिंग और कोल वाशरीज डिजीजन), एनटीपीसी लिमिटेड, पीडीआईएल पवन, बेस्ट फ्लिग, प्रथम तल, प्लॉट सं. ए-14, सेक्टर-1, नोएडा-201301 के कार्यालय में किया जा सकता है।

अनुसूची
पकरी बरवाडीह कोल माईनिंग प्रोजेक्ट,
उत्तरी करनपुरा कोल क्षेत्र
जिला हजारी बाग, झारखंड

सभी अधिकार

प्रथम चरण

(क) राजस्व भूमि

सभी अधिकार

क्रम सं.	गांव का नाम	थाना नं.	थाना	जिला	क्षेत्रफल (लगभग) हेक्टेयर एकड़		टिप्पणी
1.	इतिच	47	कोरेडारी	हजारीबाग	41.64	102.85	भाग
2.	चिरुडीह	48	बडकागांव	हजारीबाग	12.48	30.94	भाग
3.	नगडी	49	बडकागांव	हजारीबाग	40.34	99.68	भाग
4.	घाडीकला	51	बडकागांव	हजारीबाग	48.90	120.83	भाग
5.	चेष्कला	52	बडकागांव	हजारीबाग	18.49	45.70	भाग
6.	आराहरा	55	बडकागांव	हजारीबाग	10.52	25.99	भाग
7.	पकरी बरवाडीह	56	बडकागांव	हजारीबाग	51.34	126.86	भाग
कुल योग (लगभग)					223.71	552.75	

(ख) वन भूमि (अभिसूचित/गैर-अभिसूचित/जंगल-झाडी) :

सभी अधिकार

क्रम सं.	गांव का नाम	थाना नं.	थाना	जिला	क्षेत्रफल (लगभग) हेक्टेयर एकड़		टिप्पणी
1.	इतिच	47	कोरेडारी	हजारीबाग	7.07	17.46	भाग
2.	चिरुडीह	48	बडकागांव	हजारीबाग	213.21	526.85	भाग
3.	नगडी	49	बडकागांव	हजारीबाग	35.14	86.85	भाग
4.	आराहरा	55	बडकागांव	हजारीबाग	15.09	37.30	भाग
5.	पकरी बरवाडीह	56	बडकागांव	हजारीबाग	96.39	238.19	भाग
कुल योग (लगभग)					366.90	906.65	

सारांश

(क) कुल राजस्व भूमि - 223.71 हेक्टेयर (लगभग) = 552.75 एकड़ (लगभग)

(ख) कुल वन भूमि - 366.90 हेक्टेयर (लगभग) = 906.65 एकड़ (लगभग)

सकल योग - (क + ख) - 590.61 हेक्टेयर (लगभग) = 1459.40 एकड़ (लगभग)

अर्जित किये जाने वाले राजस्व प्लॉटों की सूची :

1. इतिच ग्राम : 3 भाग, 4 से 262, 269 भाग, 270 से 272 ।
2. चिरुडीह ग्राम : 4 से 14, 16 से 19, 21, 25 से 34, 36 से 78, 80 से 85, 88, 89 भाग

3. नगड़ी ग्राम : 379 भाग, 393 भाग, 396 भाग, 397 भाग, 399 भाग, 400 से 402, 403 भाग, 456 भाग से 458 भाग, 459 भाग से 470, 471 भाग, 473 भाग से 476 भाग, 477 से 552, 554 से 603, 604 भाग, 605 से 663, 665, 667 से 675, 677 से 732, 738 से 797, 799, 800, 1149 भाग, 1151 से 1156 ।
4. दाढ़ीकलां ग्राम : 93 से 112, 113 भाग, 114 से 116, 117 भाग, 133, 160, 161 भाग, 162, 163, 167 भाग, 168 से 220, 221 भाग, 222 से 224, 260 से 263, 264 भाग, 267 भाग, 268 भाग, 275, 276 भाग, 280 भाग, 285 भाग, 292 से 424, 425 भाग, 428 भाग, 429 भाग, 430 से 524, 525 भाग से 527 भाग, 528, 529 भाग, 530 से 578, 587 से 591, 593, 595 से 610, 643, 1964, 1969, 1970 ।
5. चेपाकलां ग्राम : 13 भाग से 15 भाग, 19 भाग, 20 भाग, 21 से 25, 26 भाग, 27 से 31, 32 भाग, 33 भाग, 34 से 116, 148 से 210, 211 भाग, 229 भाग से 231 भाग, 232 से 237, 238 भाग, 253 भाग, 255 भाग, 256 से 258, 259 भाग, 260 से 283, 291 से 294, 295 भाग, 296, 297, 298 भाग से 301 भाग, 302 से 325, 326 भाग, 413 भाग, 418 से 420, 421 भाग, 422, 423, 426 भाग 429 भाग ।
6. पकरी बरवाडीह ग्राम : 117 से 242, 244 से 254, 303 से 309, 312, 314 से 346, 373 से 378, 381, 393, 400 से 498, 644 से 646, 647 भाग, 2496, 2497 ।
7. आराहरा ग्राम : 251 भाग, 255 से 264, 1988 भाग, 2015 से 2019, 2022 से 2029, 2034 से 2039, 2185 ।

अर्जित वन प्लॉटों की सूची :

1. इतिज ग्राम : 4, 110
2. चिरुडीह ग्राम : 3 भाग, 15, 20, 22, 23, 24, 35, 79, 86, 87
3. नगड़ी ग्राम : 553, 664, 666, 676, 733, 734
4. पकरी बरवाडीह ग्राम : 116 भाग, 243, 313, 347, 379, 380, 392, 394, 399 भाग, 499 भाग
5. आराहरा ग्राम : 2014, 2020, 2021, 2030 भाग,

पारा 9(1) के अधीन अर्जित किये जाने वाले भाग 1 ब्लॉक का सीमा वर्णन :

- (क) रेखा क-क1 : रेखा ग्राम इतिज के उत्तरी-पश्चिमी किनारे पर स्थित बिन्दु 'क' से प्रारम्भ होती है । जो पूर्व की तरफ आगे बढ़ते हुए उक्त ग्राम के प्लॉट सं. 54, 53, 52, 231 से 223 तक, 51, 50, 44, 43, 26, 25, 24, 6, 5, 7, 8, 9 और 4 से गुजरती हुई बिन्दु 'क1' पर समाप्त होती है ।
- (ख) रेखा क1-क2 : रेखा ग्राम चिरुडीह के उत्तरी-पश्चिमी किनारे पर स्थित बिन्दु 'क1' से प्रारम्भ होती है । जो पूर्व की तरफ आगे बढ़ते हुए उक्त ग्राम के प्लॉट सं. 3 (वन) से गुजरती हुई बिन्दु 'क2' पर समाप्त होती है ।
- (ग) रेखा क2-क3 : रेखा ग्राम चिरुडीह के उत्तरी-पूर्वी किनारे पर स्थित बिन्दु 'क2' से प्रारम्भ होती है । जो दक्षिण-पूर्व की तरफ आगे बढ़ते हुए उक्त ग्राम के प्लॉट सं. 3 से गुजरती हुई बिन्दु 'क3' पर समाप्त होती है ।
- (घ) रेखा क3-क4 : रेखा ग्राम चिरुडीह के दक्षिणी-पूर्वी किनारे पर स्थित बिन्दु 'क3' से प्रारम्भ होती है । जो दक्षिण-पूर्व की तरफ आगे बढ़ते हुए नगड़ी ग्राम के प्लॉट सं. 379, 393, 396, 397, 399, 403, 474, 476, 473, 449, 471, 456, 458, 457 और 604 से गुजरती हुई बिन्दु 'क4' पर समाप्त होती है ।
- (ङ) रेखा क4-क5 : रेखा ग्राम नगड़ी के उत्तरी-पूर्वी किनारे पर स्थित बिन्दु 'क4' से प्रारम्भ होती है । जो दक्षिण-पूर्व की तरफ आगे बढ़ते हुए दाढ़ीकलां ग्राम के प्लॉट सं. 95, 94, 93, 116, 117, 113, 133, 167, 163, 161, 160, 216, 224, 223, 222, 221, 219, 93, 292, 294, 295, 285, 280, 425, 428, 276, 275, 525, 526, 529, 527, 268, 267, 263, 264 और 267 से गुजरती हुई बिन्दु 'क5' पर समाप्त होती है ।

- (ब) रेखा क5-क6 : रेखा ग्राम दादीकला के उत्तरी-पूर्वी किनारे पर स्थित बिन्दु 'क5' से प्रारम्भ होती है। जो दक्षिण-पूर्व की तरफ आगे बढ़ते हुए दादीकला ग्राम के प्लॉट सं. 35, 34, 33, 32, 13, 14, 15, 19, 20, 26, 211, 231, 230, 229, 238, 255, 259, 261, 295, 298, 299, 300, 303, 301, 324, 325, 326, 413 और 420 से गुजरती हुई बिन्दु 'क6' पर समाप्त होती है।
- (क) रेखा क6-क7 : रेखा चेपाकला ग्राम के उत्तरी-पूर्वी किनारे पर स्थित बिन्दु 'क6' से प्रारम्भ होती है। जो पश्चिम दिशा में नीचे की तरफ मुड़कर आगे बढ़ते हुए चेपाकला ग्राम के प्लॉट सं. 427, 426, 421, 420, 419, 318, 317, 290, और 311 से गुजरती हुई बिन्दु 'क7' पर समाप्त होती है।
- (ख) रेखा क7-क8 : रेखा चेपाकला ग्राम के उत्तरी भाग में स्थित बिन्दु 'क7' से प्रारम्भ होती है। जो दक्षिण-पश्चिम दिशा में नीचे की तरफ आगे बढ़ते हुए चेपाकला ग्राम के प्लॉट सं. 285, 287, 286, 211, 145, 758, 143, 763, 767, 101, 768, 769, 767, 770 और 771 से गुजरती हुई बिन्दु 'क8' पर समाप्त होती है।
- (ङ) रेखा क8-क9 : रेखा ग्राम चेपाकला के उत्तरी-पश्चिमी सीमा पर स्थित बिन्दु 'क8' से प्रारम्भ होती है। जो उत्तर-पश्चिम दिशा में ऊपर की तरफ आगे बढ़ते हुए दादीकला ग्राम के प्लॉट सं. 643, 644, 645, 654, 672, 673, 674, 675, 592, 585, 586, 587, 575, 577 और 578 से गुजरती हुई बिन्दु 'क9' पर समाप्त होती है।
- (च) रेखा क9-क10 : रेखा ग्राम दादीकला के उत्तरी-पश्चिमी सीमा पर स्थित बिन्दु 'क9' से प्रारम्भ होती है। जो उत्तर-पश्चिम दिशा में ऊपर की तरफ आगे बढ़ते हुए नगदी ग्राम के प्लॉट सं. 802, 801, 799, 795, 794, 793, 792, 791, 790, 789, 788, 787, 738, 730 और 731 से गुजरती हुई बिन्दु 'क10' पर समाप्त होती है।
- (ट) रेखा क10-क11 : रेखा ग्राम नगदी के मध्य भाग पर स्थित बिन्दु 'क10' से प्रारम्भ होती है। जो पश्चिम दिशा में ऊपर की तरफ बढ़ते हुए नगदी ग्राम के प्लॉट सं. 733, 734 और 379 से गुजरती हुई बिन्दु 'क11' पर समाप्त होती है।
- (ठ) रेखा क11-क12 : रेखा ग्राम चिरुडीह के दक्षिण-पूर्व सीमा पर स्थित बिन्दु 'क11' से प्रारम्भ होती है। जो दक्षिण-पूर्व दिशा में नीचे की तरफ आगे बढ़ते हुए ग्राम चिरुडीह और नगदी की सीमा के साथ-साथ आगे बढ़ते हुए ग्राम चिरुडीह के प्लॉट सं. 88 से गुजरती हुई बिन्दु 'क12' पर समाप्त होती है।
- (ड) रेखा क12-क13 : रेखा ग्राम चिरुडीह के दक्षिण किनारे पर स्थित बिन्दु 'क12' से प्रारम्भ होती है। जो दक्षिण-पश्चिम दिशा में ऊपर की तरफ बढ़ते हुए ग्राम चिरुडीह की पश्चिमी सीमा के साथ-साथ आगे बढ़ते हुए उमरा ग्राम के प्लॉट सं. 631 से गुजरती हुई बिन्दु 'क13' पर समाप्त होती है।
- (ड) रेखा क13-क14 : रेखा ग्राम चिरुडीह के उत्तर-पश्चिम किनारे पर स्थित बिन्दु 'क13' से प्रारम्भ होती है। जो ऊपर की तरफ बढ़ते हुए ग्राम इतिज और ठरुव की उत्तर-पश्चिमी सीमा के साथ-साथ आगे बढ़ते हुए इतिज ग्राम के प्लॉट सं. 113, 114, 122, 123, 124, 150, 151, 152, 154, 155, 270, 271, 160, 161, 261 और 269 से गुजरती हुई बिन्दु 'क14' पर समाप्त होती है।
- (क) रेखा क14-क : रेखा ग्राम इतिज के दक्षिण-पश्चिम किनारे पर स्थित बिन्दु 'क13' से प्रारम्भ होती है। जो दक्षिण-पूर्व दिशा में नीचे की तरफ आगे बढ़ते हुए ग्राम इतिज के प्लॉट सं. 269 से गुजरती हुई बिन्दु 'क' पर समाप्त होती है।

धारा 9 (1) के अधीन अर्जित किये जाने वाले भाग 2 बलाक का सीमा वर्णन :

- (i) रेखा ख-ख1 : रेखा ग्राम आराहरा के पूर्वी सीमा पर नदी के बगल में स्थित बिन्दु 'ख' से प्रारम्भ होती है। जो उत्तर दिशा में ऊपर की तरफ नाले के साथ-साथ आगे बढ़ते हुए ग्राम आराहरा के प्लॉट सं. 255, 251, 2014, 2020, 2036, 2035 और 2030 से गुजरती हुई बिन्दु 'ख1' पर समाप्त होती है।
- (ii) रेखा ख1-ख2 : रेखा ग्राम आराहरा के दक्षिण-पूर्व किनारे पर स्थित बिन्दु 'ख1' से प्रारम्भ होती है। जो दक्षिण दिशा में नीचे की तरफ आगे बढ़ते हुए ग्राम पकरी बरवादीह के प्लॉट सं. 116 और 322 से गुजरती हुई बिन्दु 'ख2' पर समाप्त होती है।

- (iii) रेखा ख2-ख3 : रेखा ग्राम पकरी बरवाडीह के पूर्वी भाग में स्थित बिन्दु 'ख2' से प्रारम्भ होती है। जो पूर्व दिशा की तरफ आगे बढ़ते हुए उक्त ग्राम के प्लॉट सं. 394 से गुजरती हुई बिन्दु 'ख3' पर समाप्त होती है।
- (iv) रेखा ख3-ख4 : रेखा ग्राम पकरी बरवाडीह के पूर्वी किनारे पर स्थित बिन्दु 'ख3' से प्रारम्भ होती है। जो दक्षिण-पश्चिम दिशा में पीछे की तरफ मुड़कर आगे बढ़ते हुए उक्त ग्राम के प्लॉट सं. 394 से गुजरती हुई बिन्दु 'ख4' पर समाप्त होती है।
- (v) रेखा ख4-ख5 : रेखा ग्राम पकरी बरवाडीह के पूर्वी भाग में स्थित बिन्दु 'ख4' से प्रारम्भ होती है। जो पूर्व दिशा की तरफ आगे बढ़ते हुए उक्त ग्राम के प्लॉट सं. 399 से गुजरती हुई बिन्दु 'ख5' पर समाप्त होती है।
- (vi) रेखा ख5-ख6 : रेखा ग्राम पकरी बरवाडीह के पूर्वी भाग में स्थित बिन्दु 'ख5' से प्रारम्भ होती है। जो दक्षिण दिशा में नीचे की तरफ आगे बढ़ते हुए उक्त ग्राम के प्लॉट सं. 399, 460, 464 461, 462 और 463 से गुजरती हुई बिन्दु 'ख6' पर समाप्त होती है।
- (vii) रेखा ख6-ख7 : रेखा ग्राम पकरी बरवाडीह के पूर्वी भाग में स्थित बिन्दु 'ख6' से प्रारम्भ होती है। जो उत्तर-पश्चिम दिशा की तरफ आगे बढ़ते हुए उक्त ग्राम के प्लॉट सं. 463 और 499 से गुजरती हुई बिन्दु 'ख7' पर समाप्त होती है।
- (viii) रेखा ख7-ख8 : रेखा ग्राम पकरी बरवाडीह के पूर्वी भाग में स्थित बिन्दु 'ख7' से प्रारम्भ होती है। जो दक्षिण दिशा में नीचे की तरफ आगे बढ़ते हुए उक्त ग्राम के प्लॉट सं. 499, 498, 497, 495, 494, 449, 448, 447, 444, 442, 440, 439, 437, 430, 429, 426, 425, 424, 422, 644, 645 और 647 से गुजरती हुई बिन्दु 'ख8' पर समाप्त होती है।
- (ix) रेखा ख8-ख9 : रेखा ग्राम पकरी बरवाडीह के मध्य भाग में स्थित बिन्दु 'ख8' से प्रारम्भ होती है। जो उत्तर दिशा में ऊपर की तरफ बढ़ते हुए उक्त ग्राम के प्लॉट सं. 647 और 392 से गुजरती हुई बिन्दु 'ख9' पर समाप्त होती है।
- (x) रेखा ख9-ख10 : रेखा ग्राम पकरी बरवाडीह के मध्य भाग में स्थित बिन्दु 'ख8' से प्रारम्भ होती है। जो उत्तर-पश्चिम दिशा की तरफ बढ़ते हुए उक्त ग्राम के प्लॉट सं. 392, 343, 347, 372, 371, 370, 383, 387, 310, 388 और 243 से गुजरती हुई बिन्दु 'ख10' पर समाप्त होती है।
- (xi) रेखा ख10-ख11 : रेखा ग्राम पकरी बरवाडीह के पश्चिम भाग में स्थित बिन्दु 'ख10' से प्रारम्भ होती है। जो उत्तर-पश्चिम दिशा की तरफ बढ़ते हुए उक्त ग्राम के प्लॉट सं. 305, 243, 282, 283, 281, 277, 261, 265, 264, 258, 254 और 247 से गुजरती हुई बिन्दु 'ख11' पर समाप्त होती है।
- (xii) रेखा ख11-ख12 : रेखा ग्राम पकरी बरवाडीह के पश्चिम सीमा पर स्थित बिन्दु 'ख11' से प्रारम्भ होती है। जो उत्तर दिशा में नदी के साथ-साथ आगे बढ़ते हुए उक्त ग्राम के प्लॉट सं. 205 से गुजरती हुई बिन्दु 'ख12' पर समाप्त होती है।
- (xiii) रेखा ख12-ख13 : रेखा ग्राम पकरी बरवाडीह के पश्चिम सीमा पर स्थित बिन्दु 'ख12' से प्रारम्भ होती है। जो उत्तर-पूर्व दिशा में नदी के साथ-साथ आगे बढ़ते हुए आराहरा ग्राम के प्लॉट सं. 1988 से गुजरती हुई बिन्दु 'ख13' पर समाप्त होती है।
- (xiv) रेखा ख13-ख : रेखा ग्राम पकरी बरवाडीह के पश्चिम सीमा पर स्थित बिन्दु 'ख13' से प्रारम्भ होती है। जो उत्तर-पूर्व दिशा में नदी के साथ-साथ आगे बढ़ते हुए आराहरा ग्राम के प्लॉट सं. 255 से गुजरती हुई बिन्दु 'ख' पर समाप्त होती है।

[सं. 43015/7/2005/पीआरआईडब्ल्यू-I(जिल्द-III)]

एम. शाहाबुद्दीन, अवर सचिव

MINISTRY OF COAL

New Delhi, the 19th May, 2008

S.O. 1141.—Whereas by the notification of the Government of India in the Ministry of Coal, number S.O. 1686 (E), dated the 30th Sept., 2007, issued under sub-section (1) of Section 7 of the Coal bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957) (hereinafter referred to as the said Act) and published in the Gazette of India, Part II, Section 3, sub-section (ii) dated the 1st October, 2007, the Central Government gave notice of its intention to acquire the lands and all rights in or over such lands in the locality specified in the Schedule appended to that notification;

And whereas, the competent authority in pursuance of section 8 of the said Act, has made his report to the Central Government;

And whereas, the Central Government after considering the report aforesaid and after consulting the Government of Jharkhand, is satisfied that the lands measuring only 590.61 hectares (approximately) or 1459.40 acres (approximately) and all rights in or over such lands described in the Schedule appended hereto should be acquired in 1st phase;

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 9 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957), the Central Government hereby declares that the lands measuring only 590.61 hectares (approximately) or 1459.40 acres (approximately) and all rights in or over such lands described in the Schedule, are hereby acquired in 1st phase.

The plans bearing number (i) NTPC/CM/07/MIN/003, dated the 4th January, 2008 of the area covered by this notification may be inspected in the office of the Deputy Commissioner, Hazaribag (Jharkhand State) or in the office of the Coal Controller, 1 Council House Street, Kolkata-700001 or in the office of the DGM (HR) Pakri Barwadih Coal Mining Project, NTPC Limited, Opp. Laxmi Petrol Pump, Nawabganj, Hazaribag-825301 (Jharkhand) or in the office of the ED (Coal Mining and Coal Washeries Division), NTPC Limited, PDIL Building, West Wing, First Floor, Plot No. A-14, Sector-1, Noida-201301.

SCHEDULE**PAKRI BARWADIH COAL MINING BLOCK****NORTH KARANPURA COALFIELDS IN DISTRICT HAZARIBAGH, JHARKHAND****All Rights****Phase-I****(A) REVENUE LAND**

Sl. No.	Village	Thana No.	Thana	District	Area (Approx.)		Remark
					Hectare	Acre	
1.	Itiz	47	Keredari	Hazaribagh	41.64	102.85	Part
2.	Chirudih	48	Barkagaon	Hazaribagh	12.48	30.84	Part
3.	Nagadi	49	Barkagaon	Hazaribagh	40.34	99.68	Part
4.	Dadikalan	51	Barkagaon	Hazaribagh	48.90	120.83	Part
5.	Chepa Kalan	52	Barkagaon	Hazaribagh	18.49	45.70	Part
6.	Arahara	55	Barkagaon	Hazaribagh	10.52	25.99	Part
7.	Pakri Barwadih	56	Barkagaon	Hazaribagh	51.34	126.86	Part
Total (Approx.)					223.71	552.75	

(B) FOREST LAND (Notified/ Un-Notified/Jungle-Jhadi)

Sl. No.	Village	Thana No.	Thana	District	Area (approx)		Remark
					Hectare	Acre	
1.	Itiz	47	Keredari	Hazaribagh	7.07	17.46	Part
2.	Chirudih	48	Barkagaon	Hazaribagh	213.21	526.85	Part
3.	Nagadi	49	Barkagaon	Hazaribagh	35.14	86.85	Part
4.	Arahara	55	Barkagaon	Hazaribagh	15.09	37.30	Part
5.	Pakri Barwadih	56	Barkagaon	Hazaribagh	96.39	238.19	Part
Total (Approx.)					366.90	906.65	

SUMMARY:**(A). TOTAL REVENUE LAND: 223.71 hac. (Approx.) = 552.75 acres (Approx.)****(B). TOTAL FOREST LAND: 366.90 hac. (Approx.) = 906.65 acres (Approx.)****GRAND TOTAL (A+B) : 590.61 hac. (Approx.) = 1459.40 acres (Approx.)****LIST OF REVENUE PLOTS ACQUIRED:**

1. Village Itiz: - 3P, 4 to 262, 269P, 270 to 272.
2. Village Chirudih: - 4 to 14, 16 to 19, 21, 25 to 34, 36 to 78, 80 to 85, 88, 89.
3. Village Nagadi: - 379P, 393P, 396P, 397P, 399P, 400 to 402, 403P, 456P to 458P, 459 to 470, 471P, 473P to 476P, 477 to 552, 554 to 603, 604P, 605 to 663, 665, 667 to 675, 677 to 732, 738 to 797, 799, 800, 1149P, 1151 to 1156.
4. Village Dadikalan: - 93 to 112, 113P, 114 to 116, 117P, 133, 160, 161P, 162, 163, 167P, 168 to 220, 221P, 222 to 224, 260 to 263, 264P, 267P, 268P, 275, 276P, 280P, 285P, 292 to 424, 425P, 428P, 429P, 430 to 524, 525P to 527P, 528, 529P, 530 to 578, 587 to 591, 593, 595 to 610, 643, 1964, 1969, 1970.
5. Village Chepakalan: - 13P to 15P, 19P, 20P, 21 to 25, 26P, 27 to 31, 32P, 33P, 34 to 116, 148 to 210, 211P, 229P to 231P, 232 to 237, 238P, 253P, 255P, 256 to 258, 259P, 260 to 283, 291 to 294, 295P, 296, 297, 298P to 301P, 302 to 325, 326P, 413P, 418 to 420, 421P, 422, 423, 426P, 429P.
6. Village Pakri Barwadih: - 117 to 242, 244 to 254, 303 to 309, 312, 314 to 346, 373 to 378, 381, 393, 400 to 498, 644 to 646, 647P, 2496, 2497.
7. Village Arabara: - 251P, 255 to 264, 1988P, 2015 to 2019, 2022 to 2029, 2034 to 2039, 2185.

LIST OF FOREST PLOTS ACQUIRED

1. Village Itiz: - 4, 110.
2. Village Chirudih: - 3P, 15, 20, 22, 23, 24, 35, 79, 86, 87.
3. Village Nagadi: - 553, 664, 666, 676, 733, 734.
4. Village Pakri Barwadih: - 116P, 243, 313, 347, 379, 380, 392, 394, 399P, 499P.
5. Village Arabara: - 2014, 2020, 2021, 2030P.

Boundary Description of the area to be notified U/s. 9(1) for Part-1

- (a) **Line A-A1:** The line starts at point 'A' located on North West corner of village Itiz which moves towards East passing through plot nos. 54, 53, 52, 231 to 223, 51, 50, 44, 43, 26, 25, 24, 6, 5, 7, 8, 9, 4 of the said village and ends at point 'A1'.
- (b) **Line A1-A2:** The line starts at point 'A1' located on North West corner of Chirudih village & moving towards East passing through plot no. 3 (forest) of the said village and ends at point 'A2'.
- (c) **Line A2-A3:** The line starts at point 'A3' located on North east corner of Chirudih village & moving towards South East Passing through plot no. 3 of said village and ends at point 'A3'.
- (d) **Line A3-A4:** The line starts at point 'A3' located on South east corner of village Chirudih which moves towards south east through plot nos. 379, 393, 396, 397, 399, 403, 474, 476, 473, 449, 471, 456, 458, 457, 604 of village Nagadi and ends at point 'A4'.
- (e) **Line A4-A5:** The line starts at point 'A4' located on North east corner of Nagadi village & moving towards South East Passing through plot nos. 95, 94, 93, 116, 117, 113, 133, 167, 163, 161, 160, 216, 224, 223, 222, 221, 219, 93, 292, 294, 295, 285, 280, 425, 428, 276, 275, 525, 526, 529, 527, 268, 267, 263, 264, 260 of village Dadikalan and ends at point 'A5'.
- (f) **Line A5-A6:** The line starts at point 'A5' located on North east corner of Dadikalan Village & moving towards South East Passing through plot nos. 35, 34, 33, 32, 13, 14, 15, 19, 20, 26, 211, 231, 230, 229, 238, 255, 253, 259, 261, 295, 298, 299, 300, 303, 301, 324, 325, 326, 413, 420, of village Chepakalan and ends at point 'A6'.
- (g) **Line A6-A8:** The line starts at point 'A6' located on north east side of village Chepakalan it moves back in the west direction Passing through plot nos. 427, 426, 421, 420, 419, 318, 317, 290, 311 of Village Chepakalan and ends at point 'A7'.
- (h) **Line A7-A8:** The line starts at point 'A7' located on the northern part of village Chepakalan which further moves downward in the south west direction passing through plot nos. 285, 287, 286, 211, 145, 758, 143, 763, 767, 101, 768, 769, 767, 770 771. of village Chepakalan and ends at point 'A8'.
- (i) **Line A8-A9:** The line starts at point 'A8' located on north west boundary of village Chepakalan which moves upward in the north west direction Passing through plot nos. 643, 644, 645, 654, 672, 673, 674, 675, 592, 585, 586, 587, 575, 577, 578. of Village Dadikalan and ends at point 'A9'.

- (j) **Line A9-A10** : The line starts at point 'A9' located on the north west boundary of village of Dadikalan, it moves upward in the north west direction passing through plots 802, 801, 799, 795, 794, 793, 792, 791, 790, 789, 788, 787, 738, 730, 731 of Village Nagadi and ends at point 'A10'.
- (k) **Line A10-A11** : The line starts at point 'A10' located on the central part of Nagadi village which moves in the west direction passing through Plot Nos. 733, 734, 379 of the village Nagadi and ends at point 'A11'.
- (l) **Line A11-A12** : The line starts at point 'A11' located on the south east boundary of village Chirudih which moves downward in the south west direction along the common boundary of village Chirudih and Nagadi Passing through Plot Nos. 88 of village Chirudih and ends at point 'A12'.
- (m) **Line A12-A13** : The line starts at point 'A12' located on the south corner of village Chirudih which moves upward in the North West direction along the western boundary of village Chirudih Passing through Plot Nos. 631 of the said village and ends at point 'A13'.
- (n) **Line A13-A14** : The line starts at point 'A13' located on north west corner of the village Chirudih which moves upward along the common boundary of village Itiz and Urub in the north west direction passing through Plot 113, 114, 122, 123, 124, 150, 151, 152, 154, 155, 270, 271, 160, 161, 261, 269 of village Itiz and ends at point 'A14'.
- (o) **Line A14-A15** : The line starts from point 'A14' located on south west corner of village Itiz which moves upward along the nallah in the north direction passing through Plots 269 of village Itiz and ends at point 'A15'.

Boundary Description of the area to be notified u/s 9(1) for Part-II

- (i) **Line B-B1** : The line starts from point 'B' located on Eastern boundry of village Arhara, adjacent to River which moves downward in the south east direction passing through Plot Nos. 255, 251, 2014, 2020, 2036, 2033, 2030 of village Arhara and ends at point 'B1'.
- (ii) **Line B1-B2** : The line starts from point 'B' located on the south east corner of village Arhara. It further moves vertically downward in south direction passing through Plot Nos. 116, 322 of village Pakri Barwadih and ends at point 'B2'.
- (iii) **Line B2-B3** : The line starts from point 'B2' located on Eastern part of village Patri Barwadih which moves in the east direction passing through Plot No. 394 of said village and ends at point 'B3'.
- (iv) **Line B3-B4** : The line starts from point 'B3' located on East corner of village Pakri Barwadih which moves back in south west direction passing through Plot Nos. 394, 392, 647 of said village and ends at point 'B4'.
- (v) **Line B4-B5** : The line starts from point 'B4' located on Eastern part of Pakri Barwadih Village which moves in the east direction passing through Plot No. 399 of said village and ends at point 'B5'.
- (vi) **Line B5-B6** : The line starts from point 'B5' located on Eastern part of village Pakri Barwadih which moves downward in the south direction passing through Plot Nos. 399, 460, 464, 461, 462, 463 of said village and ends at point 'B6'.
- (vii) **Line B6-B7** : The line starts from point 'B6' located on Eastern part of village Pakri Barwadih which further moves downward in the south direction passing through Plot Nos. 463, 499 of said village and ends at point 'B7'.
- (viii) **Line B7-B8** : The line starts from point 'B7' located on Eastern part of village Pakri Barwadih which turns in the north west direction passing through Plot Nos. 499, 498, 497, 496, 495, 494, 449, 448, 447, 444, 442, 440, 439, 437, 430, 429, 426, 425, 424, 422, 644, 645, 647 of said village and ends at point 'B8'.
- (ix) **Line B8-B9** : The line starts from point 'B8' located on central part of village Pakri Barwadih which moves upward in the north direction passing through Plot Nos. 647, 392, 391 of said village and ends at point 'B9'.
- (x) **Line B9-B10** : The line starts from point 'B9' located on central part of village Pakri Barwadih which moves in north-west direction passing through Plot Nos. 392, 343, 347, 372, 371, 370, 383, 387, 310, 388, 243 of the said village and ends at point 'B10'.
- (xi) **Line B10-B11** : The line starts from point 'B10' located on western part of village Pakri Barwadih which moves further in north-west direction passing through Plot Nos. 305, 243, 282, 283, 281, 277, 261, 265, 264, 258, 254, 247 of said village and ends at point 'B11'.
- (xii) **Line B11-B12** : The line starts from point 'B11' located on western boundry of village Pakri Barwadih which moves in north direction along the river passing through Plot No. 205 of said village and ends at point 'B12'.
- (xiii) **Line B12-B13** : The line starts from point 'B12' located on western boundary of village Pakri Barwadih which moves in north-east direction along the river passing through Plot No. 1988 of village Arhara and ends at point 'B13'.
- (xiv) **Line B13-B** : The line starts from point 'B13' located on western boundary of village Pakri Barwadih which moves in north-east direction along the river passing through Plot No. 255 of village Arhara and ends at point 'B'.

[No. 43015/7/2005/PRIW-I (Vol. III)]

M. SHAHABUDEEN, Under Secy.

पेट्रोलियम और प्राकृतिक गैस मंत्रालय

नई दिल्ली, 16 मई, 2008

कर.आ. 1142.—भारत सरकार ने पेट्रोलियम और खनिज पदार्थ (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 3 की उपधारा (1) के अधीन जारी भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का.आ. 3563 तारीख 29 सितम्बर, 2005 और का.आ. 3380 तारीख 24 अगस्त, 2006 द्वारा, उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में गैस (इण्डिया) लिमिटेड द्वारा महाराष्ट्र राज्य में दहेज-हजीर-डरान एवं स्पर पदार्थों के माध्यम से प्राकृतिक गैस परिवहन के लिए पाइपलाइन बिछाने के प्रयोजन के लिए उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा की थी;

और उक्त राजपत्रित अधिसूचनाओं की प्रतियाँ जनता को तारीख 22-4-2006 से 24-5-2006 और तारीख 21-10-2006 से 20-10-2007 तक उपलब्ध करा दी गई थी;

और सक्षम प्राधिकारी ने, उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है;

और भारत सरकार ने, उक्त रिपोर्ट पर विचार करने के पश्चात् और यह समाधान हो जाने पर कि उक्त भूमि पाइपलाइन् बिछाने के लिए अपेक्षित है, उस में उपयोग के अधिकार का अर्जन करने के विनिश्चय किया है;

और उक्त अधिनियम की धारा 3 की उपधारा (1) के अन्तर्गत अधिसूचना संख्या का. आ. 3563 तारीख 29 सितम्बर, 2005 द्वारा अधिसूचित भूमि में से कुछ भूमि की अधिसूचना उक्त अधिनियम की धारा 6 की उपधारा (1) के अन्तर्गत का. आ. 1736(अ) तारीख 09 अक्टूबर, 2006 द्वारा की जा चुकी है;

अतः, अब भारत सरकार, उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में पाइपलाइन् बिछाने के लिए उपयोग के अधिकार का अर्जन किया जाता है;

और, भारत सरकार, उक्त अधिनियम की धारा 6 की उप धारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, निर्देश देती है कि पाइपलाइन् बिछाने के लिए भूमि में उपयोग का अधिकार, इस घोषणा के प्रकाशन की तारीख को, भारत सरकार में निहित होने की बजाए, पाइपलाइन् बिछाने का प्रस्ताव करने वाली गैस (इण्डिया) लिमिटेड में निहित होगा और तदुपरि, भूमि में ऐसे उपयोग का अधिकार, इस प्रकार अधिरोपित निबंधनों और शर्तों के अधीन रहते हुए, सभी विस्तारों से मुक्त, गैस (इण्डिया) लिमिटेड में निहित होगा।

अनुसूची

जिला	तहसील	गाँव	सं. नं.	उत्तर ओ पू के लिए अर्जित क्षेत्र
(1)	(2)	(3)		(4)
रायगढ़ पंच	खारगांधे	33		00-31-00
		गाँवराज		00-03-00
		31/5		00-10-00
		31/4		00-11-00

(1)	(2)	(3)	(4)
रायगढ़ पंच	खारगांधे	31/2A	00-13-00
		31/2B	00-5-00
		31/1	00-4-00
		24/6	00-13-00
		24/5	00-31-00
		24/3	00-03-00
		24/1	00-14-00
		25/2	00-02-00
		7/2	00-12-00
		7/1ए	00-00-50
		15/5	00-13-00
		15/4	00-30-00
		15/3ए	00-03-00
		15/3बी	00-02-00
		15/2ए	00-01-00
		22/4	00-16-00
		22/3	00-14-00
		22/1	00-16-00
		16/3	00-07-00
		16/1बी	00-10-00
		17/4ए	00-14-00
		17/4बी	00-10-00
		17/2ए	00-10-00
		21/2	00-02-00
		21/3	00-20-00
		18/4	00-11-00
		18/3	00-02-00
		20/3	00-13-00
		20/1	00-09-00
		33/ए	00-14-00
रायगढ़ अतिबाग	तलाशेत	19/0	00-10-00
		39	00-42-00
		41	00-07-20
		43	00-24-00
		57	00-27-80
रायगढ़ अतिबाग	भोमोली	64	00-20-00
		58	00-25-00
		15	00-35-00
रायगढ़ अतिबाग	भोमोली	16	00-02-00

[फा.सं. एल-14014/10/07-जी.पी. (भाग-1)]

स्नेह पी. मयान, अवर सचिव

MINISTRY OF PETROLEUM AND NATURAL GAS

New Delhi, the 16th May, 2008

S.O. 1142.—Whereas by notification of Government of India in the Ministry of Petroleum and Natural Gas number S.O. 3563 dated 29th September, 2005 and S.O. 3380 dated 24th August, 2006 issued under sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of Users in Land) Act, 1962 (50 of 1962) (hereinafter referred to as the said Act), the Government of India declared its intention to acquire the right of user in the land specified in the Schedules appended to these notifications for the purpose of laying pipeline for transport of natural gas through Daboj - Hazira - Uran and its spur pipeline project in the State of Maharashtra by GAIL (India) Limited;

And whereas copies of the said Gazette notifications were made available to the public from 22-04-2006 to 24-05-2006 and 20-10-2006 to 20-10-2007;

And whereas the Competent Authority has, under sub-section (1) of Section 6 of the said Act, submitted its report to Government of India;

And whereas Government of India has, after considering the said report, decided to acquire the Right of User in the lands specified in the Schedule;

And whereas part of the land notified under sub-section (1) of Section 3 of the said Act vide S.O. 3563 dated 29th September, 2005 has been earlier notified under sub-section (1) of Section 6 of the said Act vide S.O. 1736(E) dated 09th October, 2006;

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 6 of the said Act, Government of India hereby declares that the Right of User in the land specified in the Schedule is hereby acquired for laying the pipeline;

And, further, in exercise of the powers conferred by sub-section (4) of Section 6 of the said Act, Government of India hereby directs the Right of User in the said land for laying the pipeline shall, instead of vesting in Government of India, vest, on this date of the publication of the declaration, in the GAIL (India) Limited, free from all encumbrance.

SCHEDULE

Dist.	Tahuka	Village	G. No.	Area to be Acquired for ROU
(1)	(2)	(3)	(4)	(5)
Raigad	Pen	Khargandhe	33	00-31-00
		Gavthan		00-03-00
		31/5		00-10-00

(1)	(2)	(3)	(4)	(5)
Raigad	Pen	Khargandhe	31/4	00-11-00
			31/2A	00-13-00
			31/2B	00-05-00
			31/1	00-04-00
			24/6	00-13-00
			24/5	00-31-00
			24/3	00-03-00
			24/1	00-14-00
			25/2	00-02-00
			7/2	00-12-00
			7/1A	00-00-50
			15/5	00-13-00
			15/4	00-30-00
			15/3A	00-03-00
			15/3B	00-02-00
			15/2A	00-01-00
			22/4	00-16-00
			22/3	00-14-00
			22/1	00-16-00
			16/3	00-07-00
Raigad	Alibaug	Talashet	16/1B	00-10-00
			17/4A	00-14-00
			17/4B	00-10-00
			17/2A	00-10-00
			21/2	00-02-00
			21/3	00-20-00
			18/4	00-11-00
			18/3	00-02-00
			20/3	00-13-00
			20/1	00-09-00
			33/A	00-14-00
			19/0	00-10-00
			39	00-42-00
			41	00-07-20
			43	00-24-00
			57	00-27-80
Raigad	Alibaug	Bopoli	64	00-20-00
			58	00-25-00
			15	00-35-00
			16	00-02-00

[F. No. L-14014/10/07-G.P. (Part-2)]

SNEH P. MADAN, Under Secy.

नम एव रोजगार मंत्रालय

नई दिल्ली, 28 अप्रैल, 2008

क्र. अ. 1143.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसार में, केन्द्रीय सरकार इण्डियन लेक रिसर्च इंस्टिट्यूट के प्रबंधन के संबद्ध निवोनकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/अम न्यायालय नं. 1, धनबाद के पंचाट (संदर्भ संख्या 250/1990) को प्रकाशित करती है, जो केन्द्रीय सरकार की 28-4-2008 को प्राप्य हुआ था।

[सं. एल-42011/28/90-आई आर (डी यू)]

अजय कुमार, डेस्क अधिकारी

MINISTRY OF LABOUR AND EMPLOYMENT

New Delhi, the 28th April, 2008

S.O. 1143.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 250/1990) of Central Government Industrial Tribunal-cum-Labour Court No. 1, Dhanbad as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Indian Lac Research Institute and their workmen, which was received by the Central Government on 28-4-2008.

[No. L-42011/28/90-IR (DU)]

AJAY KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 1) AT DHANBAD

In the matter of a reference under Section 10 (1) (d) (2A) of the Industrial Disputes Act, 1947

Reference No. 250 of 1990

PARTIES :

Employers in relation to the management of Indian Lac Research Institute, Ranchi

AND

Their workmen

PRESENT :

Shri Nagendra Kumar, Presiding Officer

Appearances :

For the Management : Sri T. Gurumurthy Adm. Officer

For the Union : None

State : Jharkhand

Industry : Coal

Dated : 31st March, 2008

AWARD

By order No. L-42011/28/90-IR (D.U.) dated 12-10-1990 the Central Government in the Ministry of Labour has in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following dispute for adjudication to this Tribunal :

SCHEDULE

"Whether the action of the management of Indian Lac Research Institute, Ranchi in not regularising the services of Sri Dukma Oraon and 45 others as per list enclosed is justified? If not, to what relief the workmen are entitled to and from what date?"

After having received the Order No. L-42011/28/1990-IR (D.U.) dt. 12-10-1990 the aforesaid reference from the Govt. of India, Ministry of Labour, New Delhi for adjudication of the dispute a reference case No. 250 of 1990 was registered on 22-10-1990 and accordingly Sri Banshi Prasad, Vice President, Indian Lac Research Institute, Ranchi, appeared and filed Written Statement on behalf of sponsoring Union.

From perusal of the order sheet of the record it transpires that both the parties have filed their written statements and rejoinder in support of their claim. From the side of the management as well as adduces from both the side and lastly the reference was placed for hearing on argument on merit.

On 31-8-2008 from the side of the management Sri Gurumurthy, Adm. Officer and from the side of workman Sri Dukma Oraon and Baijnath Mahato, two workmen appeared and files petition enclosing zerox copies of their Identity Card and submitted that the workman does not want to contest their case on the ground that all the 38 disputed workmen except 6 persons namely S/Sri Rajendra Mahato, Bandhu Lakra, Hindua Ekka, Jubel Ekka, Rajeev Mahato and Sadhu Lakra has already left this Institute before the appointment as temporary status, and two persons namely Shiv Dayal Mahato and Bona Mahali died, has already been appointed as permanent workmen now. It has been submitted by both parties that no dispute exist between the parties.

In view of such petition and submission by both parties, it is ordered :

Order

That let a "No Dispute" Award be and the same is passed. Send the copies of the Award to the Govt. of India, Ministry of Labour and Employment, New Delhi for information and needful. Reference is accordingly disposed of.

NAGENDRA KUMAR, Presiding Officer

नई दिल्ली, 28 अप्रैल, 2008

सं. अ. 1144.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसार में, केन्द्रीय सरकार व. वेल्ट्रॉन इंजीनियरिंग सर्विसेस, एम.ई.एस., के प्रबंधकों के संबद्ध नियोक्तों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/अग्र न्यायालय, कोचीन के पंचाट (संदर्भ संख्या 263/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-4-2008 को प्राप्त हुआ था।

[सं. एल-14011/6/2002-आई आर (बी वू)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 28th April, 2008

S.O. 1144.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 263/2006) of Central Government Industrial Tribunal-cum-Labour Court, Cochin as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of M/s. Weltron Engineering Services, MES, and their workmen, which was received by the Central Government on 28-4-2008.

[No. L-14011/6/2002-IR (DU)]

AJAY KUMAR, Desk Officer

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, ERNAKULAM

PRESENT :

Shri P.L. Norbert, B.A., LL.B., Presiding Officer

(Tuesday the 4th day of March 2008/14th
Phalguna 1929)

L.D. No. 263 of 2006

- | | |
|-----------------|--------------------------------------------------------------------------------------------------------|
| Workman/Union : | 1. Sri N.V. Joseph,
Nattayikkodath House,
Bhavana Parambu,
Thammanam
P.O., Kochi-682 032. |
| | 2. The General Secretary,
General Contract Workers
Sangh,
7/79, Perandoor Road,
Ernakulam. |
| | By Adv. T. C. Krishna |
| Management : | M/s. Weltron Engineering
Services,
MES, Mandakara Road,
Ayyappankavu,
Kochi-682 018. |
| | By Adv. C.P. Saji. |

This case coming up for hearing on 4-3-2008, this Tribunal-cum-Labour Court on the same day passed the following :

AWARD

This is a reference made under Section 10(1)(d) of Industrial Disputes Act. The reference is :

"Whether the action of the management of M/s. Weltron Engineering Services in denying payment of wages from May, 2000 and bonus for the accounting year 1990-2000 and 2000-01 to Shri. N.V. Joseph is legal and justified? If not, to what relief the workman is entitled to and from which date?"

The parties entered appearance and filed their pleadings. But when the matter came up for evidence the workman remained absent continuously. The counsel for the workman is also absent. The management counsel is present and ready. In the circumstances it has to be presumed that there is no subsisting industrial dispute.

In the result, an award is passed finding that the action of the management in denying payment of wages from May 2000 and bonus for the accounting year 1990-2000 and 2000-2001 to the worker is legal and justified. The workman is not entitled for any relief.

Dictated to the Personal Assistant, transcribed and typed by her, corrected and passed by me on this the 4th day of March, 2008.

P.L. NORBERT, Presiding Officer

Appendix : Nil.

नई दिल्ली, 29 अप्रैल, 2008

सं. अ. 1145.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसार में, केन्द्रीय सरकार केन्दल बैंक लि. के प्रबंधकों के संबद्ध नियोक्तों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, एर्नाकुलम के पंचाट (संदर्भ संख्या 273/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 29-4-2008 को प्राप्त हुआ था।

[सं. एल-12012/91/1995-आई आर (बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 29th April, 2008

S.O. 1145.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 273/2006) of Central Government Industrial Tribunal-cum-Labour Court, Ernakulam as shown in the Annexure, in the Industrial Dispute between the employers in relation

to the management of Federal Bank Ltd. and their workmen, which was received by the Central Government on 29-4-2008.

[No. L-12012/91/1995-IR (B-1)]

AJAY KUMAR, Desk Officer

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, ERNAKULAM

PRESENT :

Shri P.L. Norbert, B.A., LL.B., Presiding Officer
(Thursday the 28th day of February 2008/9th
Phalguna 1929)

I.D. No. 273 of 2006

(I.D. 22/1996 of Labour Court, Ernakulam)

Workman : Sri. Jolly Durom,
Chullikkattu, Edakochi,
Kochi-682 006.
By Adv. Sri Ashok B. Shenoy.

Management : The Chairman,
Federal Bank Limited,
Head Office,
Alwaye-683 101.
By Adv. M/s. B.S. Krishnan
Associates.

This case coming up for hearing on 25-2-2008, this Tribunal-cum-Labour Court on 28-2-2008 passed the following

AWARD

This is a reference made under Section 10(1)(d) of Industrial Disputes Act. The reference is :

"Whether the action of the management of M/s. Federal Bank Ltd., Alwaye is justified in not affording Shri Jolly Durom an opportunity for re-employment when a recruitment took place for subordinate cadre in spite of his application dated 28-4-1994 ? If not, to what relief the workman is entitled to and from which date ?"

2. The facts in a nutshell are as follows : Shri Jolly Durom was a bankman in Federal Bank at Ernakulam, D.H. road branch. He entered service on 12-3-1988. His service ended on 23-5-1992. When applications were invited by the bank in 1994 to the post of bankman he had submitted an application, but was rejected by the management.

3. According to the workman though he was taken as a temporary bankman he was working in a regular vacancy and he was made to do work of a permanent nature. He worked continuously for 245 days. During this period he had made several representations to the management to absorb him. When applications were invited to the post of bankmen in 1994 he had applied.

However his application was not considered by the bank. He was terminated from service on 23-5-1992 without notice and without compensation, thereby violating Ss. 25-F, 25-G and 25-H of Industrial Disputes Act 1947 and paragraphs 522, 523, 524, 507 and 593 of Sastry Award. His juniors are still working in the bank. He is entitled to be reinstated and absorbed by the bank.

4. According to the management there is no industrial dispute within the meaning of Section 2 (k) of Industrial Disputes Act. The management being a scheduled commercial bank they have recruitment rules and procedures for recruitment. The appointment cannot be made on a regular basis without following the procedure. The workman was engaged as a temporary bankman in a temporary vacancy. He worked for a total period of 155 days only on various occasions from 1988 to 1992. At the end of the period of service he was disengaged. There is no question of retrenchment of the workman. Hence there is no need for complying with 25-F, 25-G or 25-H of I.D. Act. There is no violation of any clauses of the Sastry Award either. It is true that the bank had invited applications from candidates for regular appointment as bankmen. Workman too had applied. But he did not satisfy the eligible criteria prescribed for bankman. As per the notification the educational qualification of bankman was a pass in 7th standard but not a pass in S.S.L.C. The worker along with his application had produced the relevant page of the S.S.L.C. Book which showed that he had passed S.S.L.C. examination in the year 1990-91. He has not worked for 240 days in a year. He was not eligible for any kind of right under the provisions of Industrial Disputes Act or any other labour legislation.

5. In the light of these contentions and in view of the reference the only point that arises for consideration is :

"Was the workman denied an opportunity for re-employment in the recruitment of 1994 ?"

6. The evidence consists of the oral testimony of WW1 on the side of the workman and documentary evidence of M1 to M4 series on the side of management.

7. The point : It is an admitted fact that workman Shri Jolly Durom was in service of the bank as a temporary bankman from 12-3-1988 to 1992. However continuous service is disputed by the management. Though the workman claims to have worked 245 days continuously the management contends that he had worked intermittently only for 155 days. However this aspect has no bearing on the issue that is referred. The reference is with regard to the denial of opportunity for re-employment in pursuance to the recruitment of 1994. Therefore the nature of the service and the duration of the service have no bearing.

8. Ext.M1 is the notification of 9-4-1994 inviting applications for the post of bankman. One of the eligibility criteria is that candidate should have passed standard VII but not S.S.L.C. or equivalent examination as on date of notification. The rest of the terms of criteria are not relevant for the purpose of this case. Ext.M2 is another similar notification dated 10-10-1996. There also the same qualifications are prescribed. Ext.M3 is an application dated 28-4-1994 submitted by the workman. It was submitted in response to Ext.M1 notification. But educational qualification shown in the application is S.S.L.C. along with the application he had submitted a copy of relevant page of S.S.L.C. book. That shows that he had passed S.S.L.C. in 1986. This was the reason why the bank did not consider the application and call him for the test. The bank was not at fault for not accepting workman's application. Since the workman did not conform to the eligibility criteria his application was liable to be rejected in the preliminary screening. The workman was aware of the eligibility criteria mentioned in the notification. There is no illegality in the action of the management. The notification now here says that an employee working in a temporary post would get preference or the educational qualification prescribed will be relaxed. Whereas the notification says that candidates working as temporary bankmen in any of the branches of Ernakulam district can apply, provided they conform to the norms prescribed for recruitment as bankman. That answers the demand of the workman. Thus he was not eligible to be considered for recruitment to the post of bankman in 1994. The other contentions raised regarding absorption, reinstatement etc. are in no way connected with the reference and hence I do not propose to go into them.

In the light of the above circumstances I find that the action of the management in not providing opportunity to the workman to appear for the test and interview of bankman in the recruitment of 1994 is legal and justified, as workman was not eligible for applying for the post.

In the result, an award is passed finding that the action of the management in not affording an opportunity to the workman for re-employment through recruitment in 1994 is legal and justified and the worker is not entitled for any relief.

The award will come into force one month after its publication in the official gazette.

Dictated to the Personal Assistant, transcribed and typed by her, corrected and passed by me on this the 28th day of February, 2008.

P.L. NORBERT, Presiding Officer

APPENDIX

Witness for the workman :

WW1 : 20-11-2002 Sri Jolly Durans.

Witness for the Management : Nil

Exhibits for the Workman : Nil

Exhibits for the Management :

M1 : 09-04-94 Photostat copy of Notice issued by the Federal Bank.

M2 : 10-10-96 Photostat copy of Notice issued by the Federal Bank.

M3 : 28-04-94 Application submitted by the workman to the Deputy General Manager (Personnel) Federal Bank.

M4 series Cash payment vouchers (37 numbers)

नई दिल्ली, 29 अप्रैल, 2008

का. अ. 1146.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक ऑफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जबलपुर के पंचद (संदर्भ संख्या 47/2000) को प्रकटित करती है, जो केन्द्रीय सरकार को 29-4-2008 को प्राप्त हुआ था।

[सं. एल-12012/376/1999-आई आर (बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 29th April, 2008

S.O. 1146.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 47/2000) of Central Government Industrial Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of State Bank of India and their workmen, which was received by the Central Government on 29-4-2008.

[No. L-12012/376/1999-IR (B-1)]

AJAY KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR
COURT, JABALPUR

No. CGIT/LC/R/47/2000

Shri C.M. Singh, Presiding Officer

Shri Atul Kumar Yadav,
S/o Shri Motilal Yadav,
Near Rajju Guru Akhara,
Dixitpura, Jabalpur (MP)

Workman/Union

Versus

The Branch Manager,
State Bank of India,
Krishi Upaj Mandi,
Manmohan Nagar Branch,
Jabalpur (MP) ... Management

AWARD

Passed on this 26th day of March, 2008

1. The Government of India, Ministry of Labour vide its Notification No. L-12012/376/99/TR(B-I) dated 31-1-2000/3-2-2000 has referred the following disputes for adjudication by this tribunal :

"Whether Shri Atul Kumar Yadav who served the State Bank of India, Manmohan Nagar Branch, Jabalpur in various capacities from 15-4-86 is a 'workman' under the I.D. Act, 1947? If so, whether terminating his services w.e.f. 24-7-98 is violative of the provisions of I.D. Act, 1947. If so, to what relief is the disputant entitled to?"

2. The case of workman Shri Atul Kumar Yadav in brief is that he was initially engaged as Waterman by the Branch Manager, State Bank of India, Krishi Upaj Mandi, Manmohan Nagar Branch, Jabalpur (MP) w.e.f. 15-4-86 to 15-5-86 and thereafter his services were brought to an end w.e.f. 15-6-86. Again he was employed as Messenger Boy by the Management w.e.f. 9-7-86 and was regularly paid a sum of Rs. 150 and remained employed as such till 2-9-1997 raising his monthly salary to Rs. 350 pm till 1992 and thereafter as full time worker and his salary was raised to Rs. 700 per month since 1996 and he was continuously paid the same salary till 2-9-97. On 3-9-97, the Bank setup and opened a canteen for the use of its employees as such the canteen became as the part of the establishment and the workman was paid his monthly salary Rs. 700 through Sundry Head and was re-designated as Canteen boy w.e.f. 3-9-97, though he was working as a Messenger Boy from 10AM to 8PM in the office. His salary was paid in the form of cheque which was used to be deposited in the said branch in Account No. C and 1.7. The said canteen so run and established by the Bank is registered with the Registrar of Co-operative Society at Bhopal as the said canteen is managed by the Committee of Employees Cooperative Society, named Local Implementation Committee under whose authority, the payment has been made to workman and as such the Bank has accepted its obligation to provide canteen services to its employees. The Local Implementation Committee so established by the Bank and as such the workers employed by the canteen are employees of the management Bank and as such termination of service of workman is illegal and arbitrary. All of a sudden for no reason, the Branch Manager refused the workman to take him on duty from 25-7-98 and Shri Naveen Yadav has

been employed in his place. The appointment of Shri Naveen Yadav as Messenger Boy in place of workman establishes that the vacant post of Messenger Boy was in existence and the termination of workman's services is arbitrary and illegal. The workman had continuously worked for more than 240 days and had attained the status of permanent employee. No retrenchment notice or retrenchment compensation was given to him prior to termination of his services. It is a clear violation of the provisions of Sec. 25-F of the I.D. Act 1947 and the act of termination of his service is illegal and void ab initio. It is prayed that the workman be reinstated in service with full back wages and benefits.

3. The management's case in brief is as follows. That the workman was engaged for some period in the year 1996 as Waterman. His engagement was based on exigencies of work at the branch. He was also intermittently engaged as casual labour depending upon the work at the branch. The workman had never worked for 240 days in a calendar year. His engagement was on contract basis for a temporary work of near about one or two hours per day for filling water into the pots and arranging books of the branch and for other miscellaneous labour work of the branch. Therefore when his services were required for the above temporary work in the branch, he was engaged on contract basis on daily wages and was paid accordingly. The workman was never employed on the post of messenger as claimed by him. No new person has been engaged in workman's place. That the workman was engaged in staff Canteen as Canteen Boy at the Krishi Upaj Mandi branch w.e.f. 2-5-91 to 24-5-98 by the Manager. The Bank has no control over the affair of the canteen management. The Bank has no right to supervise control or direct the work which is being done in the canteen by the Canteen Boy. There is no employee-employer relation between the Bank and the Canteen Boy. The Bank has no right to take disciplinary action, sanction leave, direct to perform any work to the Canteen Boy. That in the absence of any effective control over the work of the Canteen Boy, the Canteen Boy cannot be said to be a 'workman' of the Bank. The Canteen Boy was engaged by the Local Implementation Committee of the Staff Canteen and not by the bank. In the absence of employee-employer relation between Canteen Boy and the Bank, the question of terminating his service by the Bank does not arise. That the Bank is under no obligation to run the canteen under any rule or law. That no case is made out by the workman against the management. The workman is not entitled to any relief.

4. Workman Shri Atul Kumar Yadav in order to prove his case examined himself and Shri Nanhelal Patel. The management in order to defend the case examined Shri G.P. Nema, then working as Branch Manager, State Bank of India, Krishi Upaj Mandi Branch, Damoh Road, Jabalpur.

5. Both the parties have filed certain photostat copies of documents. Those photostat copies of documents have not been proved in accordance with the principles of Indian Evidence Act and therefore cannot be read in evidence.

6. I have heard Shri S. Chakravorty, Advocate for workman and Shri Vijay Tripathi, Advocate for management. I have very carefully gone through the entire evidence on record.

7. The learned counsel for the workman submitted that the workman has completed more than 240 days in a calendar year and has worked for those days in the concerned branch of the Bank, he has acquired the permanent status of Bank employee under Sec.2 (s) of I.D. Act 1947. That his services were terminated without giving any showcause notice or retrenchment compensation against the provisions of Sec.25-F and 25-N of the Industrial Disputes Act, 1947 and therefore his termination from the services by the management is illegal and hence inoperative. Against the above, the learned counsel for the management submitted that the workman has not worked for 240 days in a calendar year and therefore he cannot get protection of the I.D. Act, 1947. He added that provisions of Sec.25-F and 25-N of the ID Act 1947 will not be applicable in the present case. He also submitted that apart from the above, the workman is a backdoor entrant, his initial appointment also is not in accordance with rules and therefore the backdoor entrant is not entitled to get any relief from this tribunal. In this respect, he placed reliance on Rajasthan State Ganga Nagar Saw Mills Ltd. *Versus* State of Rajasthan reported in 2004 (8) SCC 161.

8. As mentioned above in this case workman Shri Atul Kumar Yadav in support of his case examined himself and Shri Nanhelal Patel, a retired employee of SBI, workman Shri Atul Kumar Yadav stated on oath in his affidavit that he was employed by the management as Messenger Boy w.e.f. 15-4-86 to 25-7-98 and his services were terminated without any reason on 25-7-1998. During the evidence of cross-examination, this witness admitted that the vacancy for the post of messenger was not advertised in any newspaper. He further admitted that for his appointment to the post of messenger, no examination or interview took place. He also admitted that his name for appointment on the post of messenger was not sent or called for from the Employment Exchange. This witness admitted that no appointment letter was issued to him for being appointed as Messenger Boy. It has come in the evidence of cross-examination of this witness indirectly that he worked with the concerned branch of Bank for more than 240 days in a calendar year. Shri Nanhelal Patel, a retired Bank employee has tried to support the case of the workman in his evidence. During the course of examination-in-chief, this witness stated that

the workman was employed in the Krishi Upaj Mandi Branch of the State Bank of India as Messenger Boy. This witness also stated that he worked in the said branch for about 8-10 months and at that time, workman Shri Atul Kumar Yadav was also employed there. On being cross-examined, the witness on 12-12-07 deposed that he is aged about 85 years and retired from the Bank's services at the age of 60. It means this witness must have been retired from the Bank services in the year 1982. But according to the evidence of workman, he was initially employed as messenger boy on 15-4-86, meaning thereby when the workman is said to have been appointed as Messenger Boy, witness Shri Nanhelal Patel had already retired from the Bank's services. Therefore his deposition that the workman for about 8-10 months worked in the concerned branch of the Bank with him is not at all reliable. There is no documentary evidence to prove that the workman worked with the concerned branch of the Bank for 240 days in a calendar year. It has only come in the oral deposition that he worked for more than 240 days in a calendar year and that has also come indirectly. I have very carefully gone through the law cited 2004(8) SCC 161 (Supra). The following has been held therein :

"It was the case of the workman that he had worked for more than 240 days in the year concerned. This claim was denied by the appellant. It was for the claimant to lead evidence to show that he had in fact worked up to 240 days in the year preceding his termination. He has filed an affidavit. It is only his own statement which is in his favour and that cannot be regarded as sufficient evidence for any court or tribunal to come to the conclusion that in fact the claimant had worked for 240 days in a year."

9. Thus in the case at hand, except the oral testimony of the workman that he worked with the concerned branch of the Bank for more than 240 days, there is no other evidence in support thereof. This evidence is not sufficient evidence for proving the fact that the workman had worked for more than 240 days in a year.

10. It has been averred by workman Shri Atul Kumar Yadav in his statement of claim that he was initially employed as waterman by the Branch Manager, State Bank of India, Krishi Upaj Mandi, Manmohan Nagar, Jabalpur (MP) w.e.f. 15-4-86 to 15-6-86. Again he was employed as Messenger Boy by the management w.e.f. 9-7-86 and was regularly paid a sum of Rs. 150 and remained employed as such till 2-9-97 raising his monthly salary to Rs. 350 per month till 1996 and thereafter full time worker and his salary was raised to Rs. 700 per month since 1996 and he was continuously paid the same salary till 2-9-97. That on 3-9-97, the Bank setup and opened a canteen for the use of its employees. As such, the canteen became the part of the establishment and the workman was paid his

monthly salary Rs. 700 and was redesignated as Canteen Boy w.e.f. 9-3-97. That all of a sudden, the Branch Manager refused to take him for duty from 25-6-98. Against the above, it has been pleaded on behalf of the management that the Canteen Boy was engaged by the Local Implementation Committee of the Staff Canteen and not by the Bank and in absence of any employee-employer relationship between the workman and the Bank, the question of his termination from the Bank does not arise. That the Branch has no control over the affairs of the canteen management. It has also been pleaded from the concerned Bank that the Bank is under no obligation to run canteen under any rule or law. Workman Atul Kumar Yadav in his affidavit deposed that he was employed as Messenger Boy in the State Bank of India, Krishi Upaj Mandi Branch w.e.f. 15-4-86 to 25-7-98. That on 25-7-98, he was removed from services and in his place, Shri Navon Yadav was appointed in the bank. The witness further deposed that w.e.f. 15-4-86 to 2-9-97, he served as Messenger Boy in the Bank and thereafter w.e.f. 3-9-97 to 25-7-98, he served as canteen boy in the Bank. No other evidence except the above has been adduced on behalf of workman to prove the above facts. It has been deposed in the affidavit of Shri J.P. Nema then working as Branch Manager, State Bank of India, Krishi Upaj Mandi Branch, Damoh Road, Jabalpur that Shri Atul Kumar Yadav was engaged in the Staff canteen as canteen boy at Krishi Upaj Mandi Branch, Jabalpur w.e.f. 2-5-1991 to 24-7-1998 by the canteen management. That the Bank has no control over the affairs of the canteen management. That in the absence of an effective control over the work done by the canteen boy, the canteen boy cannot be said to be a worker of the Bank. That the Bank has no concern if the canteen management has not engaged Shri Atul Kumar Yadav after 24-7-1998. It has also been deposed by this witness that the canteen boy was engaged by the Local Implementation Committee of the Staff Canteen and not by the bank and in the absence of any employee-employer relationship between the applicant Shri Atul Kumar Yadav and the bank, the question of his termination by the Bank does not arise. Thus it has been admitted on behalf of the management that Shri Atul Kumar Yadav was engaged in the staff canteen as canteen boy at Krishi Upaj Mandi Branch from 2-5-91 to 24-7-98 by the canteen management. That he was engaged by the Local Implementation Committee of Staff Canteen and not by the Bank. That the Bank has no concern if the canteen management has not engaged the applicant Shri Atul Kumar Yadav after 24-7-98 as the Bank has no right to take any disciplinary action, sanction leave, direct to perform any work to the canteen boy. And thus the Bank has no effective control over the work of the canteen boy.

11. The learned counsel for the workman submitted that it has been admitted by the management that the

workman worked as canteen boy w.e.f. 2-5-1991 to 24-7-1998, therefore the workman should be deemed under the employment of the management and he cannot be dismissed from services without any show cause notice or retrenchment compensation as mentioned in the provisions of ID Act, 1947. In this respect, he placed his reliance on AIR-1995-SC-1666. I have very carefully gone through the law cited above. The following has been held therein :

“(i) Whereas, under the provision of the Factories Act, it is statutorily on the employer to provide and maintain canteen for the use of his employees, the canteen becomes a part of the establishment and therefore the workers employed in such canteen are the employees of the management.

(ii) Where, although it is not statutorily obligatory to provide a canteen, it is otherwise an obligation on the employer to provide a canteen, the canteen becomes a part of the establishment and the workers working in the canteen, the employees of the management. The obligation to provide a canteen has to be distinguished from the obligation to provide facilities to run canteen. The canteen run pursuant to the latter obligation, does not become a part of the establishment.

(iii) The obligation to provide canteen may be explicit or implicit. Where the obligation is not explicitly accepted by or cast upon the employer either by an agreement or an award etc. It may be inferred from the circumstances, and the provision of the canteen may be held to have become a part of the service conditions of the employees. Whether the provision for canteen services has become a part of the service conditions or not, is a question of fact to be determined on the facts and circumstances in each case.

Where to provide canteen services has become a part of the service conditions of the employees, the canteen becomes a part of the establishment and the workers in such canteen become the employees of the management.

(iv) Whether a particular facility or service has become implicitly a part of the service conditions of the employees or not will depend, among others, on the nature of the service/facility, the contribution the service in question makes to the efficiency of the employees and the establishment, whether the service is available as a matter of right to all the employees in their capacity as employees and nothing more, the number of employees employed in the establishment and the number of employees

who avail of the service, the length of time for which the service has been continuously available, the hours during which it is available, the nature and character of management, the interest taken by the employer in providing, maintaining, supervising and controlling the service, the contribution made by the management in the form of infrastructure and funds for making the service available etc."

12. There is no evidence on record on behalf of the workman to prove that it was obligatory on the management to provide canteen facility for its staff. Against the above, it has been clearly pleaded on behalf of the management in their Written Statement that the Bank is not under obligation to run a canteen under any rule or law. It has been clearly deposed by management's witness Shri J.P. Nema that Shri Atul Kumar Yadav was engaged in staff canteen as Canteen Boy by the Canteen Manager. That the Bank has no control over the affairs of the canteen management. He also deposed that the Bank has no right to supervise, control or direct to work which is being done in the canteen by the canteen boy. He further deposed that there is no employee-employer relationship between the Bank and the Canteen Boy. He also stated that the Bank has no right to take any disciplinary action, sanction leave, direct to perform any work to the canteen boy. This witness deposed that in the absence of any effective control over the work done by the canteen boy, the canteen boy cannot be said to be the 'workman' of the Bank and the Bank has no concern if the canteen management has not engaged the applicant after 26-7-98. It is not at all proved from the oral testimony of the workman that the management was under the statutory obligation to provide the canteen and it is also not proved that there is otherwise an obligation on the management to provide a canteen. It has been held in the law cited above that the obligation provided by the canteen has to be distinguished from the obligation to provide facilities to run canteen. The canteen run pursuant to the latter obligation, does not become a part of the establishment. Thus there is no sufficient evidence to prove the fact that the staff canteen where the workman was employed as canteen boy is a part of establishment of the management. Therefore it is not proved that relationship of employee-employer existed between Shri Atul Kumar Yadav and the management.

13. In view of the above, the reference is decided in favour of the management and against the workman Shri Atul Kumar Yadav without any orders as to costs holding that the workman Shri Atul Kumar Yadav who served the State Bank of India, Manmohan Nagar Branch, Jabalpur in various capacities from 15-4-86 is not a 'workman' under the I.D. Act 1947, terminating his services w.e.f. 24-7-98 is not in violation of the provisions of I.D. Act 1947 and consequently he is not entitled to any relief.

14. Let the copies of the award be sent to the Government of India, Ministry of Labour and Employment as per rules.

C.M. SINGH, Presiding Officer

नई दिल्ली, 29 अप्रैल, 2008

का. आ. 1147.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसारण में, केन्द्रीय सरकार स्टेट बैंक ऑफ इन्दौर के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जबलपुर के पंचाट (संदर्भ संख्या 18/2004) को प्रवर्तित करती है, जो केन्द्रीय सरकार को 29-04-2008 को प्राप्त हुआ था।

[सं. एल-12012/273/2003-आई आर (बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 29th April, 2008

S.O. 1147.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 18/2004) of the Central Government Industrial Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure, in the Industrial Dispute between the management of State Bank of Indore and their workmen, which was received by the Central Government on 29-4-2008.

[No. L-12012/273/2003-IR (B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

No. CGIT/LC/R/18/04

Shri C. M. Singh, Presiding Officer

The General Secretary,
State Bank of Indore Employees Union,
C/o State Bank of Indore,
Zonal Office I,
Area Hills, Jail Road,
Bhopal (MP)

... Workman/Union

Versus

The General Manager (Operations),
State Bank of Indore,
Head Office, 5, Yeshwant Niwas Road,
Indore

... Management

AWARD

Passed on this 11th day of April, 2008

1. The Government of India, Ministry of Labour vide its Notification No. L-12012/273/2003-IR(B-I) dated

26-2-2004 has referred the following dispute for adjudication by this tribunal :

"Whether the action of the management of General Manager (O), State Bank of Indore in not ensuring payment of wages and other benefits of the settlement according to Bipartite settlement and paying her scale wages without DA, CCA & HRA in r/o. Smt. Onkari Bai, Sweepress is justified ? If not, to what relief the workwoman is entitled for ?"

2. In this reference proceeding, a settlement arrived at between the parties has been filed which has been duly verified by Shri S. K. Rao, Advocate. I have gone through the terms of settlement as incorporated in the memorandum of settlement which are reproduced as below :

- "(i) That Smt. Krishnabai shall be absorbed by the bank on part time permanent basis w.e.f. 1-8-2001.
- (ii) That Smt. Krishnabai shall be eligible to get DA, CCA, HRA, as applicable to the part time permanent employees of the bank w.e.f. 1-8-2001.
- (iii) That the other benefits like deduction of P.F., Group Insurance, all kinds of leave, LFC (on pro-rata basis), Gratuity and Leave encashment on superannuation shall be made available w.e.f. 01-01-2006 to Smt. Krishnabai.
- (iv) That the State Bank of Indore Employees Union (M.P.) and Bank shall record the compromise settlement in the CGIT and the Employees Union shall have no claim with regard to the industrial dispute bearing No. CGIT/LCR/ 15/2004."

3. The aforesaid terms of settlement appeared to be fair, just and in the interest of workman concerned. I, therefore, record award in terms of settlement without any orders as to costs.

4. Let the copies of the award be sent to the Government of India, Ministry of Labour & Employment as per rules.

'C. M. SINGH, Presiding Officer

नई दिल्ली, 29 अप्रैल, 2008

का. आ. 1148.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक ऑफ इंडिया के प्रबंधन के संवद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण-II, नई दिल्ली के पंचाट (संदर्भ संख्या 82/1998) को प्रकाशित करती है, जो केन्द्रीय सरकार को 29-04-2008 को प्राप्त हुआ था।

[सं. एल-12012/184/1997-आई आर (बी-1)]
अजय कुमार, डेस्क अधिकारी

New Delhi, the 29th April, 2008

S.O. 1148.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 82/1998) of the Central Government Industrial Tribunal-cum-Labour Court-II, New Delhi as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of State Bank of India, and their workman, which was received by the Central Government on 29-4-2008.

(No. L-12012/184/1997-IR (B-I))
AJAY KUMAR, Desk Officer

ANNEXURE

BEFORE THE PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, NEW DELHI

I.D. No. 82/1998

R. N. Rai, Presiding Officer

IN THE MATTER OF :

Sh. Jai Bhagwan,
S/o. Sh. Hukum Chand,
G-Block, H. No. 46, Pocket-29,
Rohini, Delhi-85

... Claimant

Versus

The Asstt. General Manager,
Region-II, State Bank of India,
Zonal Office, 11, Sansad Marg,
New Delhi-110001

... Respondents

AWARD

The Ministry of Labour by its letter No. L-12012/184/97-IR(B-I) Central Government dt. 17-03-1998 has referred the following point for adjudication :

The point runs as hereunder :

"Whether the action of the management of State Bank of India in terminating the services of Shri Jai Bhagwan is legal and justified ? If not, to what relief the workman is entitled ?"

The case of the workman is that he was engaged by management w.e.f. 08-09-1993 and he worked up to 06-11-1995. His services were terminated and he was not allowed to join duty on 07-11-1997. He made representation for regularization so the management terminated the services of this workman illegally.

The further case of the workman is that he was forced to work on Sundays and holidays. Sunday was bank's officials weekly off but the management did not

grant the workman weekly off thus, violated the provisions of various labour laws in this regard.

That the workman was paid on the basis of daily wages from 8th September, 1992 to 5th November, 1995 for 703 days and the wages for weekly offs, National Holidays and other gazetted holidays were deducted illegally by the management.

That beyond messengerial duty the workman was also performing the clerical duties at the branch under the directions of the Branch Manager.

The case of the management is that he was engaged temporarily on daily wages basis. The Peon of that branch was promoted so this workman was engaged till regular selection was made.

The workman was not appointed against regular and permanent vacancy. He was engaged as casual labour and he was paid the agreed wages. The workman has not completed 240 days in any year of his employment or within 12 months from the date of termination of his services.

The workman applicant has filed rejoinder. In the rejoinder he has reiterated the averments of his claim statement and has denied most of the paras of the written statement. The management has also denied most of the paras of the claim statement.

Evidence of both the parties has been taken.

Heard argument from both the sides and perused the papers on the record.

The substantial question to be decided in this case is whether the workman has worked for 240 days in a calendar year or within 12 months preceding the date of his termination.

The workman has filed Annexure A-1 to A-5. These are regarding conveyance bills of the workman. The workman has filed a chart of his working days but it does not bear any seal or signature of the management and it has not been certified by any of the authority of the management. No other document has been filed by the workman.

The workman has further filed Annexure-C, a certificate issued by the bank authority. As per certificate the workman has worked for 88 days in the year 1993.

The workman has filed Annexure-D, a certificate issued by the bank authority, it has been mentioned in the certificate that the workman performed 124 days duties from 01-01-1994 to 26-06-1994. Annexure-E is another certificate issued by the bank in which it has been specifically mentioned that during the year 1994 the workman has worked for 155 days and during 1995 the workman has worked for 233 days.

It is not the case of the workman that the certificate given by the management, Sundays and holidays have not been calculated. The workman has worked for 88 days in 1993, 124 days w.e.f. 01-01-1994 to 26-06-1994 and 31 days more in the year 1994. The workman has worked for 233 days during the year 1995.

It has nowhere been mentioned that Sundays and holidays have not been calculated while calculating the working days of the workman. The workman has worked for 233 days in the year 1995, it may exceed 240 days in case Sundays and holidays are calculated in the total working days. There is no such specific plea.

In the year 1995 the workman has worked 233 days. The workman has not filed any cogent documentary evidence that he has worked for 240 days in the year 1995.

It was submitted from the side of the workman that he has worked for 703 days. The workman has worked for 703 days in the year 1993, 1994 and 1995 but he has not filed any document to prove his working days of 703 days during these three years. According to the certificate of the management the workman has completed 233 days work in the year 1995. He has not completed 240 days work.

The reference is replied thus :

The action of the management of State Bank of India in terminating the services of Sh. Jai Bhagwan is legal and justified. The workman applicant not entitled to get any relief as prayed for.

The award is given accordingly.

Dated : 10-04-2008 R. N. RAI, Presiding Officer

नई दिल्ली, 29 अप्रैल, 2008

का. आ. 1149.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसार में, केन्द्रीय सरकार स्टेट बैंक ऑफ इंडिया के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण-II, नई दिल्ली के पंचाट (संदर्भ संख्या 25/1997) को प्रकाशित करती है, जो केन्द्रीय सरकार को 29-04-2008 को प्राप्त हुआ था।

[सं. एल-12012/146/1995-आई आर (बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 29th April, 2008

S.O. 1149.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 25/1997) of the Central Government Industrial Tribunal-cum-Labour Court-II, New Delhi as shown in the Annexure, in the Industrial Dispute between the management of State

Bank of India, and their workmen, received by the Central Government on 29-4-2008.

[No. L-12012/146/1995-IR (B-I)]
AJAY KUMAR, Desk Officer

ANNEXURE

BEFORE THE PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM- LABOUR COURT-II, NEW DELHI

L.D. No. 25/1997

R. N. Rai, Presiding Officer

PRESENT :

Sh. Sunil Saxena ... Claimant

Sh. Rajat Arora ... Respondent

IN THE MATTER OF :

Sh. A K. Saxena, (Deceased)
(Case contested by two legal heirs),
C/o Dr. Sushila Saxena,
Bal Mahila Chikitsalaya,
Saxena Bhawan,
Jagrori, Bullandsahar,
Uttar Pradesh ... Claimant

Versus

The Dy. General Manager,
State Bank of India,
Zonal Office : Garh Road,
Meerut (UP). ... Respondents

AWARD

The Ministry of Labour by its letter No. L-12012/146/95-IR(B-I) Central Government dt. 25-01-1997 has referred the following point for adjudication :

The point runs as hereunder :

"Whether the action of the management of State Bank of India, Meerut Zonal Office in discharging sh. A. K. Saxena, Clerk-cum-Cashier from service is just, fair and legal ? If not, what relief he is entitled to ?"

The case of the workman is that he was served with a charge-sheet regarding filing of false Leave Fare Concession for Rs. 6591 for going to Puri.

That the management initiated departmental inquiry against the workman. The workman learnt during the course of inquiry that he has mentioned two sets of tickets in his LFC bill because of lapse of time and due to confusion mixed up the two sets of tickets inadvertently.

The Inquiry Officer verified the genuineness of these tickets and the Railway authority denied issuance of the

tickets of (04) four digit. The Inquiry Officer on the report of the railways drew a perverse conclusion and held misconduct of the workman. The workman has admitted that there was mixing of tickets because of confusion. The Inquiry Officer did not apply his judicial mind and he has held him guilty hastily and he was pre-determined to hold so. The Inquiry Officer has illegally held that the workman has failed to furnish any valid supporting document to prove that he actually visited the place mentioned in the bill.

That the Inquiry Officer did not consider the statement of mixing up of the tickets.

The case of the management is that two ladies namely Smt. Manju Saxena and Smt. Chitra Saxena are claiming to be the wives of Late Shri A. K. Saxena. The Court has no jurisdiction to decide as to who was the real legal representative of the workman.

The findings of the Inquiry Officer are not whimsical. He has acted in a reasoned and methodical manner. The claimant in the inquiry proceedings has admitted the charges leveled against him. The claimant had mentioned two sets of ticket numbers in his LFC bill. One having (04) four digit number and the second having (05) five digit number. There has been no hurry on the part of the Inquiry Officer.

That the inquiry was closed after the claimant had accepted the charges leveled against him vide charge-sheet dated 30-10-1991. During the course of inquiry the CSE made statement before the Inquiry Officer admitting the charges levelled against him and on subsequent dates it was further stated clearly and unequivocally by the employee as well as defence representative that the charges levelled against the employee are admitted and prayed for taking a lenient view and close the inquiry. The Inquiry Officer closed the inquiry, as no evidence was to be taken in view of unequivocal confession of the workman.

The workman has filed rejoinder. In the rejoinder he has reiterated the averments of his claim statement and has denied most of the paras of the written statement. The management has also denied most of the paras of the claim statement.

Evidence of both the parties has been taken.

Heard management and perused the written argument filed by the workman.

Smt. Manju Saxena has filed succession certificate of Civil Court and Smt. Chitra Saxena has filed warisan certificate. Payment of EPF has been made to Smt. Manju Saxena.

It has been submitted from the side of the workman that he was in the habit of remaining under the influence of alcohol, so he could not know the timings of the trains and train number and the number of tickets on onward

journey and return journey so he mixed up the tickets and under the influence of alcohol he gave false particulars in his LFC bill. His confession is not voluntary as the management is duty bound to hold a detailed inquiry. The statement made by the workman is not clear and conclusive. It cannot be inferred that the workman pleaded himself guilty before the management.

It was submitted from the side of the management that the workman has clearly and specifically admitted the charges levelled against him. He has admitted the charges in the presence of the employee representative and he has also stated that "EPA admits the charges". The workman has admitted that he travelled to Puri along with his family and brother-in-law but as he was fond of drinking and sometimes got over intoxicated in the process and that he may have noted down the tickets and train number wrongly under the influence of liquor. He has further stated that he was sorry that due to his bad habit of drinking he made mistake and mixed up the tickets etc. while preparing the bill.

He has further admitted that he has got short his journey at Puri due to some family dispute.

The workman has admitted in his cross-examination that he has a bit more than his normal drinking therefore; he remembered no details of the place of his destination.

The workman has also admitted that in the inquiry that it is also possible that under the effect of intoxication he would have noted the ticket numbers, train numbers and timings wrongly.

It was submitted from the side of the management that the EPA has admitted categorically and unequivocally during the course of inquiry that he failed to note down the ticket number, train number and timings wrongly, so in his fake TA bill the workman has mentioned wrong train number, wrong ticket number and wrong timings and he had mentioned noted all the particulars of ticket number, train number and timings wrongly under the influence of liquor. The admission of the workman has been admitted even by his defence representative. The workman admitted before Shri S. K. Pandey, Employee Representative these facts and he wrote a letter dated 25-05-1993 to DA and prayed for holding a lenient punishment as it would affect livelihood of his family.

Thus, in the letter dated 25-05-1993, the workman has prayed for awarding a lenient punishment. He has not disputed that proper inquiry was not held against him.

It becomes quite obvious from perusal of the LFC bill of the workman that not only ticket number, train number but the timings are also not correct. He may not have noted down the train number and the timings as he has taken more than the normal alcohol but he was accompanied by his brother-in-law and members of his family and they could have told him the real timings and train numbers.

It was not necessary for him to admit that he has wrongly mentioned wrong train number, timings and ticket numbers. He can have filed even the proof of his journey to Puri and his presence in Puri during the relevant period but the workman has not filed any such document regarding his visit and stay at Puri.

It appears that the workman has actually not undergone his journey and he intended to claim LFC without undergoing the journey by mentioning wrong train number, ticket number and timings. He actually did not perform the journey.

I have perused the admission of the workman in the inquiry proceedings and the confirmation of the same by the employee representative. The admission of the workman has been confirmed by his representative and he has written to the DA for taking lenient view. In the circumstances, admission is categorical and ambiguous.

It appears that he always remained under the influence of alcohol. There is no justification in retaining such an employee. Smt. Manju Saxena has received EPF amount whereas Smt. Chitra Saxena has been mentioned as nominee. However, Smt. Manju Saxena is the real legal representative of the deceased workman Shri A. K. Saxena as per succession of the Civil Court.

It was not necessary to hold further Inquiry by the Inquiry Officer in view of the unambiguous voluntary and unequivocal admission of the workman. Thus, it is established the workman Shri A. K. Saxena has not undergone the journey i.e. why he has mentioned wrong train number, ticket number and wrong timings. No interference in the punishment is required.

The reference is replied thus :

The action of the management of State Bank of India, Meerut Zonal Office in discharging Shri A. K. Saxena, Clerk-cum-Cashier from service is just, fair and legal. The workman applicant is not entitled to get any relief as prayed for.

The award is given accordingly.

Date : 15-04-2008

R. N. RAI, Presiding Officer

नई दिल्ली, 29 अप्रैल, 2008

का.अ. 1150.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक ऑफ़ मैसूर के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, श्रम न्यायालय, बंगलौर के पंचाट (संदर्भ संख्या 18/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 29-04-2008 को प्राप्त हुआ था।

[सं. एल-12012/272/2004-आई आर (बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 29th April, 2008

S.O. 1150.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 18/2005) of the Central Government Industrial Tribunal-cum-Labour Court, Bangalore as shown in the Annexure, in the Industrial Dispute between the management of State Bank of Mysore, and their workman, which was received by the Central Government on 29-4-2008.

[No. L-12012/272/2004-IR (B-D)]

AJAY KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BANGALORE

Dated, 3rd April, 2008

PRESENT :

Shri A. R. Siddiqui, Presiding Officer

C.R. No. 18/2005

I PARTY

Shri Annu,
S/o Late Annu Mistry,
C/o Nissar Ahmed,
No. E-74, 8th Cross,
Gandhinagar,
K.G. Halli,
BANGALORE

II PARTY

The General Manager (P),
State Bank of Mysore,
Head Office,
VII Floor, K.G. Road,
BANGALORE

AWARD

1. The Central Government by exercising the powers conferred by clause (d) of sub-section 2A of the Section 10 of the Industrial Disputes Act, 1947 has referred this dispute vide order No. L-12012/272/2004-IR(B-I) dated 3rd/21st March, 2005 for adjudication on the following schedule :

SCHEDULE

"Whether the action of the State Bank of Mysore is justified in inflicting the punishment of discharge from services on Shri Annu, Ex. Head Cashier with effect from 23-06-2004 is justified? If not, what relief the workman is entitled to?"

2. A charge sheet dated 24-12-2002 came to be served upon the first party in the following terms :

Charge Sheet

"Charge-I : That you have misappropriated banks money of Rs. 31,000 with the dishonest intention of making wrongful gains. Therefore, the bank has lost confidence which the bank had reposed on you for which reason you cannot be continued to be employed in the Bank's Services. Therefore, you

have committed a gross misconduct in the terms of clause 19.5(j) of the Bipartite Settlements.

Charge-II : That on 19-07-2002 after reporting for duty by signing the attendance register and opening of vault after the audit officials started counting the cash balance in the vault, you abruptly left the branch without any permission of your superiors at the branch and remained absconding thereafter. Thus you have committed a gross misconduct in terms of Clause 19.5(j) of the Bipartite Settlements. You have therefore, been kept under suspension vide our order No. BZ : RIV : 329 dated 20-07-2002 and you shall continue to remain under suspension till a final decision is taken in the matter after conducting a domestic enquiry.

You are hereby advised to submit your replies on the above charges within 7 days of the receipt of this charge sheet, failing which, it will be deemed that you have no reply to submit and further proceedings will be undertaken without reference to you."

3. It would appear from the records that there being no reply given by the first party in response to the charge sheet, a departmental enquiry was ordered against him and it is after the conclusion of the enquiry participated by him taking the assistance of DR, the enquiry officer submitted his findings dated 10-12-2003 holding him guilty of both the charges levelled in the aforesaid charge sheet. He was furnished with the copy of the findings along with the show cause notice and after receiving his comments on the findings of the enquiry officer, an opportunity of personal hearing was given to him and it is thereafter the disciplinary authority after having accepted the findings passed the impugned punishment order as noted above. The first party then raised the dispute before the conciliation officer concerned which resulted into the present reference proceedings.

4. The first party by way of his claim statement, while, challenging the impugned punishment order as unjust and illegal and not in commensurate to the gravity of the misconduct committed by him, also, challenged the enquiry findings as suffering from perversity and the proceedings of the enquiry as suffering from violation of principles of natural justice. On facts, at Para 11 the first party contended that the charges levelled in the charge sheet were very vague and lacked in material particulars. He contended that the Disciplinary Authority failed to note and appreciate that the alleged cash shortage of Rs. 31,000 which had occasioned was due to excess payment made to a customer and not misappropriated by the first party. Therefore, the charge of misappropriation levelled against him was farfetched and it is more so on account of joint custody of the cash with Branch Manager. While, challenging the findings, the first party at para 14

of the claim statement contended that they are not supported by reasons or logical conclusions and that they are based on all kinds of guess work while discarding the valuable evidence placed before the enquiry officer. Therefore, findings suffered from many illegalities and procedural irregularities. He then challenged the impugned punishment order alleging that the Disciplinary Authority has not applied its mind independently to reach the conclusion and mechanically concurred with the findings and recommendations of the enquiry officer while dismissing him from service. At para 17 the first party contended that the procedure followed by the disciplinary authority in issuing him with second show cause notice along with the copy of the second findings is wholly illegal and arbitrary not sustainable in the eye of law or on facts keeping in view the various decisions of Hon'ble Supreme Court of India reported in AIR 1994 SC 1074, 1991(1) LLJ 29 and 1990 (2) SCC 746. He also contended that the penalty imposed upon him in discharging him from services and recovery of Rs. 31,000 from his terminal benefit is highly discriminatory and disproportionate to the gravity of the charges particularly, in view of the fact that the branch manager who was in joint custody of the cash along with him and was equally responsible for the safe custody of the cash though was charge sheeted has been let off with a minor penalty. Therefore, he requested this tribunal to set aside the impugned punishment order with a direction to the management to reinstate him in the post of Head Cashier he held earlier with continuity of service, full back wages and all other consequential benefits.

5. The management by its counter statement, while, denying the various averments made in the claim statement took up the contention that the proceedings of the enquiry conducted against the first party were fair and in accordance with the principles of natural justice and that the findings of the enquiry officer were based upon sufficient and legal evidence. The management further contended that the Disciplinary Authority after having given the first party sufficient opportunity of personal hearing by furnishing him copy of the findings of the enquiry officer and taking into consideration the gravity of the misconduct committed by him, has imposed the punishment in question warranting under the facts and circumstances of the case and that it is not a fit case to invoke the discretionary powers of this tribunal under Section 11A of the ID Act. The management therefore, requested this tribunal to dismiss the reference.

6. Keeping in view the respective contentions of the parties with regard to the validity and fairness or otherwise of the enquiry proceedings, this tribunal on 30-01-2006 framed the following preliminary issue :

"Whether the Domestic Enquiry conducted against the first party by the second party is fair and proper?"

7. During the course of trial of the said issue, the management examined the enquiry officer as MW1 and got marked 5 documents at Ex. M1 to M5 including the enquiry proceedings and the enquiry report. By way of rebuttal, the first party also examined himself and it is after hearing the learned counsels for the parties this tribunal by order dated 4-10-2007 recorded a finding to the effect that the enquiry conducted against the first party is fair and proper. On merits, learned counsels for the parties have submitted their written arguments. Therefore, keeping in view the above said pleadings of the parties and the finding on the above said preliminary issue recorded by this tribunal in favour of the management, the two important points which come up for consideration are—

- (i) Whether the findings of the enquiry officer suffered from perversity. If not,
- (ii) Whether the impugned punishment order passed against the first party is disproportionate to the gravity of the misconduct alleged to have been committed by him.

8. Learned counsel for the first party in his argument just reiterated almost all, the averments/allegations made in the claim statement. In the last para of his written argument it was submitted that the case on hand is fit and proper case in which this court should intervene and exercise the powers vested in it under Section 11A of the ID Act passing the award setting aside the dismissal order and reinstating the first party into the services of the management to his original post of Head Cashier.

9. Whereas, the learned counsel for the management in his oral arguments while, supporting the findings of the enquiry officer submitted that the fact that the first party was dealing with the cash transactions of the management bank as a head cashier and that on 19-07-2002 at about 10.30 A.M. when the internal auditor checked and verified the cash balance as well as the actual cash found in the vault, there was a shortage of Rs. 31,000 has been very much proved rather has gone undisputed on the part of the first party as well and therefore, the charge of misconduct against the first party was proved. He submitted that the first party after having handed over the cash to the Auditor without any intimation left the spot and that goes to suggest that he was in the knew of the shortage of the above said amount of Rs. 31,000 and thereby he was guilty of the charges of misconduct levelled against him. He nextly, contended that when the shortage has been proved not only in the evidence brought on record but also by the very admissions made by the first party by his letter dated 22-07-2002 marked during the course of enquiry at Ex. BEX-10, heavy burden was shifted and cast upon the first party himself to substantiate that the shortage took place on account of some excess payment he made to the customer as otherwise it can be safely

presumed that the first party himself was responsible for shortage and misappropriated the amount for his personal gain. He also submitted that the impugned punishment discharging him from service that too with the superannuation benefits in fact is lenient one not to be interfered at the hands of this tribunal.

10. After having gone through the records, more particularly, the findings of the enquiry officer, I find substance in the arguments advanced for the management. The above said charge No. 1 with regard to the shortage of the money found in the course of checking and verification by the Auditor taken place on 19-07-2002 has never been disputed by the first party as could be seen from the stand taken by him to the reply given by him to the findings of the enquiry officer and the written submission made by him during the course of personal hearing taken place by the Disciplinary Authority. As could be read from the aforesaid claim statement at para 11 again there is no denial of the fact by the first party that there was a shortage of Rs. 31,000 found during the course of checking and verification made by Auditor (Witness No. 2) as on 19-07-2002 at about 10.30 AM. There has been no denial of the fact that as per the cash balance register a total sum of Rs. 19,00,716.49 was deposited with the vault by the first party as a Head Cashier in the presence of the branch manager, the joint custodian of the cash. It is again not in dispute that when the checking and verification of the cash was conducted by the above said auditor there was a shortage of Rs. 31,000 attributable to the shortage of 61 pieces of Rs. 500 notes found in seven sections of Rs. 500 notes and the shortage of 5 pieces Rs. 100 notes found in one section of Rs. 100 as brought out in the charge sheet itself. The fact that the first party was the Head Cashier as on 18-07-2002 and he deposited the aforesaid amount of Rs. 19 lakhs and odd with the vault of bank treasury room and that he was the Head Cashier on the following day i.e. on 19-07-2002 also is not disputed and cannot be disputed keeping in view the stand taken by the first party throughout the enquiry proceedings and by way of claim statement before this tribunal. In addition to that the aforesaid charge has been proved against the first party by sufficient and legal evidence in the statements of the above said auditor examined as BW2 and the Regional Manager examined as BW1. The oral testimony of the above said two witnesses was in corroboration of the documents produced and marked at Ex. BEX 1 to 10, the enquiry officer while discussing the oral as well as the documentary evidence produced by the management in no uncertain terms came to the conclusion that as on 19-07-2002 at the beginning of the business transactions of the bank there was checking and verification of cash on the hand of the first party and that there was a shortage of Rs. 31,000 found in the said process. As could be read from the statement of the aforesaid two witnesses in their cross-examination, no

where the first party disputed the fact of shortage of the said amount during the course of checking and verification done by the witness, BW2. Therefore, findings of the enquiry officer on the above said point cannot be faulted with challenging the same on the ground that they were not based upon sufficient and legal evidence brought on record. The fact that the first party left the spot when the checking and verification of the cash was going on also has been proved in the above said statement of the auditor and the document at Ex. BEX 9, the joint report given by the auditor and the other Head Cashier in whose presence the checking was taken place. Therefore, both the charges levelled against the first party have been proved by sufficient and legal evidence. It is now the contention of the first party that there was no proof made available to the enquiry officer that the first party in fact committed the misconduct of misappropriation of the above said amount of Rs. 31,000 though there was proof to the effect of shortage of the said amount. The enquiry officer while giving his findings on the aforesaid Charge No. 1 has also assigned the reasoning as to why he came to the conclusion that the charge of misappropriation as such was proved against the first party. He noted that the conduct of the first party in leaving the branch without notice of the superiors thus infer any bodies mind that there was something wrong with the CSE (the first party) in relation to cash handing and that shows that he was responsible for cash shortage. The fact that he left the spot when the verification of the cash was going on the has not been disputed by the first party rather has been admitted by him in his letter dated 22-07-2002 written by him addressed to the Manager, State Bank of Mysore. In the said letter he came up with a story that after having handed over the cash to the auditor and being already aware of the fact that there was a shortage of Rs. 31,000 as per the cash statement, he prepared on 18-07-2002 itself, he wanted to bring that amount from some of his friends and therefore, left the branch but in the meanwhile he got some letter from the post office about the ill health of his daughter and therefore, he was forced to leave the branch as well as the place. From the reading of the aforesaid letter at Ex. BEX 10 it becomes crystal clear that the first party knew about the shortage of the amount while depositing the same with the vault of the treasury branch of the bank at the closure of business hours of the bank on 18-07-2002 itself and for that reason he wanted to make good of the said amount on the following day as read from the said letter. If really the shortage did happen on 18-07-2002 itself and the first party was very much aware of it, then he was duty bound to inform this fact to the branch manager who was the joint custodian or at least he could have reported this fact to the auditor before the checking and verification of cash on hand was taken place. This conduct on the part of the first party makes it abundantly clear that the above said shortage did not take place on account of any excess payment made by him to

the customers but it is he himself who was responsible for the said shortage and that was the reason he suppressed this fact not only from the branch manager who was the joint custodian but also from the auditor who wanted to check and verify the cash with reference to the cash balance register maintained for the day. Therefore, as argued for the second party it was not a case of simple shortage but was a case of misappropriation of the funds belonging to the management branch. In the result, it can be safely held that both the charges levelled against the first party have been proved and that the findings of the enquiry officer suffered from no perversity.

11. Now, coming to the question of quantum of the punishment. It was well argued for the management that keeping in view the gravity of the misconduct committed by the first party, he in fact, he deserved the punishment of dismissal without any superannuation benefits and that the punishment which is now imposed upon the first party discharging him from service with superannuation benefits is not only lenient but also very much incommensurate with the gravity of the misconduct committed by him. Therefore, in my opinion it is not a fit case for this tribunal to invoke the provisions of Section 11A of the ID Act, to interfere with the punishment imposed upon the first party by the management. In the result, the reference stands rejected. Hence the following Award.

AWARD

The reference is dismissed. No costs.

(Dictated to PA transcribed by her corrected and signed by me on 3rd April, 2008)

A. R. SIDDQUI, Presiding Officer.

नई दिल्ली, 29 अप्रैल, 2008

का. अ. 1151.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सहायरी ग्रामीण बैंक के प्रबंधन के संबंध निरोधकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, बंगलूर के पंचाट (संदर्भ संख्या 26/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 29-04-2008 को प्राप्त हुआ था।

[सं. एल-12011/22/2005-आई आर (बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 29th April, 2008

S.O. 1151.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 26/2006) of the Central Government Industrial Tribunal-cum-Labour Court, Bangalore as shown in the Annexure, in the Industrial Dispute between the management of

Sahyadri Grammeena Bank, and their workmen, which was received by the Central Government on 29-4-2008.

[No. L-12011/22/2005-IR (B-1)]

AJAY KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BANGALORE

Dated : 8th April, 2008

PRESENT :

Shri A. R. Siddiqui, Presiding Officer

C. R. No. 26/2006

I PARTY :

Shri S. A. Naseer Ahmed,
Secretary,
Shimoga Jilla Mazdoor Sangh,
C/o BMS, 21B, S. N. Market,
B-II Road, Shimoga.

II PARTY :

The Chairman,
Sahyadri Grammeena Bank,
Head Office,
KVV Road,
Shimoga.

AWARD

1. The Central Government by exercising the powers conferred by clause (d) of sub-section 2A of Section 10 of the Industrial Disputes Act, 1947 has referred this dispute vide order No. L-12011/22/2005-IR(B-1) dated 6th June 2006 for adjudication of the following schedule :

SCHEDULE

"Whether the management of Sahyadri Grammeena Bank is justified in not regularizing the services of 11 daily wage workers (as per list attached) ? If not, what relief the workmen are entitled to ?"

2. The case of the first party workmen, through, first party union, as made out, in the claim statement, in brief and relevant for the purpose is that the management bank engaged the services of the 11 daily wage workers (first party workmen) on daily wages of Rs. 30 now enhanced to Rs. 120 per day since January 2006. They have been working with the management bank since 1993-94 discharging their duties sincerely and honestly and that the management was exploiting the services of the first party workmen in not providing six days of work in a week and Sunday being weekly off and so also was

not extending all benefits under the various beneficial labour legislation. Therefore, the first party union approached the management and made several correspondence between 1994 and 1998 making out the grievances of non-payment of daily wages for providing six days work to the first party workmen. As a result of the hunger strike held by the first party and union members, the matter was taken up before the Assistant Labour Commissioner (Central) Hubli and a Memorandum of Settlement dated 16-3-1998 came to be effected between the first party union and the management; that there was smooth running of the functioning of the management of Grameena Bank and its daily wage workers till 2001, but all of a sudden the management started paying wages to these workers only for 5 days in a week. The matter was once again taken up with the management along with the question of regularization of the services of these 11 workers and it is on 21-11-2002 again a memorandum was signed between the parties but that was not acted upon by the management; that the first party workmen through their union by letter dated 1-5-2004 and again by letter dated 14-6-2004 made request with the management to provide six days of work in a week except Sunday and pay them 7 days wage in a week treating the Sunday as weekly off. Since there was no response from the management, the first party union and its members decided in the Ex. Committee meeting of the union and placed a single point of Charter of Demands with the management to regularize the services of these 11 workers vide letter dated 14-12-2004. The management did not respond to the said demand, therefore, the matter was taken before the ALC(C), Hubli on 14-12-2004 resulting into the present reference proceedings, that in the meanwhile internal recommendations were made to regularize the services of these 11 workers from the Canara Bank to the Under Secretary, Ministry of Finance, New Delhi. Therefore, the first party union requested this tribunal to pass an award directing the management bank for regularization of the services of these 11 daily wage workers who were working the management at Sahyadri Grameena Bank now are renamed as Pragathi Grameena Bank, head office at Bellary with all consequential benefits from the date of placing the charter of demands with the management.

3. The management by its counter statement, while, not disputing the fact that the first party workmen were being engaged by erstwhile Sahyadri Grameena Bank as casual labourers since 1994-95 and that they were being paid daily wages of Rs. 133 per day since 31-3-2005 however, denied the allegation that their services were being exploited by the management. The management contended that the first party workmen cannot demand it as a matter of right for all days the bank is working as their initial engagement itself is of casual nature, they being engaged as per administrative exigencies, that the

claim of the first party that the management is required to provide work for six days a week as per settlement dated 21-11-2002 is factually incorrect and that as per the agreement dated 6-2-2003 there was mutual understanding between the parties to continue the work of the first party workmen providing them work for 5 days a week only and accordingly, they are being provided work for five days a week and also they are being paid wages for 4 National Festivals from 2005 onwards; that the management does not have sanctioned posts to regularize the services of the first party workmen and their services also are not required on all working days; that the management while replying to para 6 of the claim statement admitted that on 16-3-1998 a settlement was reached with respect to 7 casual labourers (out of 11 casual labourers in this case) and that the settlement was only to provide work to those workers as per administrative exigencies. The management also admitted that on 2-11-2002 there was a settlement before the ALC, Hubli but subsequent to that also again there was a separate settlement on 6-2-2003 with an understanding between the parties to provide work to the casual workers only for 5 days a week. Therefore, the management requested this tribunal to reject the reference.

4. During, the course of trial, the management witness examined as MW1 and by way of his affidavit while reiterating the various contentions taken by the management in its counter statement at para 4 stated that at present out of the 11 daily wagers, 8 are being engaged in branches as additional daily wagers against the sanctioned strength allotted to the branch. He further stated that consequent upon amalgamation of Sahyadri Grameena Bank where the first party workmen were working were engaged with the Pragathi Grameena Bank and on rationalization of vacancies the management now does not have vacancies to engage even on daily wage basis the first party workmen. He further stated that upon merger of 4 Grameena Banks including the Sahyadri Grameena Bank into Pragathi Grameena Bank, the bank has drawn a seniority list of all the daily wagers who were being engaged by all the four banks and accordingly the first party workmen are junior to 8 other daily wagers empanelled in the year 1990. Therefore, the first party workmen cannot be absorbed as regular messengers over looking other 8 daily wagers senior to them and that there are no vacancies with the management bank for absorption of their services as regular employees. During his further examination chief the witness stated that he has made a request to add a word in excess after the word against in his examination chief at para 4 of the affidavit. In his cross-examination it was elicited that there has been a settlement between the union and the management dated 16-3-1998 as per Ex. W1 and it is in respect of the seven of the first party workmen. It was further elicited that there was one more settlement between the Union and

the management as per Ex. W2 but that was in between the management and the different union by name Sahyadri Gramseena Bank Employees Union. He admitted that the management has received letters dated 1-6-2004, 14-6-2004 and 28-6-2004 copies of which are marked at Ex. W3 to W5. He also admitted that the management received individual letters from some of the first party workmen, copies of which are marked at Ex. W6 series and that Ex. W7 is the Conciliation failure report.

5. On behalf of the first party workmen its Secretary by name Shri S. A. Nazir Ahmed has filed an affidavit, almost, repeating the various averments made in the claim statement. In his further examination chief a statement giving out the names and the dates of joining of the first party workmen with the management has been marked at Ex. W8. In his cross-examination he denied that the first party workmen were being provided with the work against the leave vacancies. He admitted that there has been a Bipartite settlement to prepare a panel and to use the services of the first party workmen accordingly. He admitted that there is no settlement as such between the Union and the Management for the absorption of the services of the first party workmen and that Ex. W2 is not concerning to the first party workmen. He denied the suggestion that the management has been preparing the panel of the temporary workers and absorbing their services as and when vacancies will arise. He admitted that names of the first party workmen have not been sponsored through the employment exchange. When he was confronted with the Gazette Notification dated 29-7-1998 in the first instance he shown his ignorance then voluntarily added to say that Ex. M2 will apply the fresh appointment cases and not to the workers already in service. Apart from the above said witness examined as WW1, the first party workmen (all of them) have filed their individual affidavits repeating the claim they have made by way of the aforesaid claim statement. In their cross-examination they denied the suggestion that their services were engaged on daily wage basis whenever work was available. While denying the suggestion that their names were not sponsored through Employment Exchange, they have stated that the Employment Exchange Number was obtained by the management and thereafter their names have been deleted by the employment exchange.

6. The management in support of the aforesaid oral testimony of MW1 produced two documents at Ex. M1 and M2. Ex. M1 is the settlement dated 6-2-2003 to show that the management may be providing work to the casual labourers only for 5 days a week instead of six days a week as agreed between the parties by settlement dated 21-11-2002. Ex. M2 is the copy of the Official Gazette dated 28-10-1998 with respect to the Rules and Regulations for appointment of temporary workers in the branches of the banks.

7. On the part of the first party workmen in all 13 documents were marked. Ex. W1 is the above said settlement dated 16-3-1998, Ex. W2 is the settlement dated 21-11-2002, Ex. W3 to W5 are the letters written by the first party union to the management bank seeking payment of wages for six days in a week. Ex. W6 series are the letters where under the first party union made request to regularize the services of the first party workmen. Ex. W7 is the conciliation failure report. Ex. W8 is the above said statement marked during the course of examination chief of WW1 showing the details of names and appointment dates of the first party with the management bank. Ex. W9 to W13 are the copies of circular dated 29-7-2003, circular dated 6-4-1998, copy of the minutes dated 31-10-2007, 18-10-2007 and copy of the letter dated 20-12-2000 addressed by the first party union to the Deputy General Manager.

8. Now, therefore, in the light of the above, the points to be decided by this tribunal would be :

“(i) Whether the Sahyadri Gramseena Bank of the management was justified in not regularizing the services of 11 daily wage workers (as per the list attached) if not,

(ii) What relief the workmen are entitled to ?”

9. Learned counsel for the management vehemently argued that as per Ex. M2 at para 10, statutory guidelines have been provided with regard to the appointment of temporary as well as permanent employees and therefore, when the first party workmen are admittedly the casual workers, their services cannot be regularized by the management merely, on the ground that they have been working with the management for about 15 years as on today or they worked for about a period of 12 to 13 years as on the date of reference before this tribunal. He submitted that though there were vacancies with the Sahyadri Gramseena Bank but after amalgamation of this bank with the other three banks named Pragathi Gramseena Bank, there are no vacancies to be filled up by regularizing the services of daily wagers empanelled in the year 1990 and the management has been regularizing the services of the daily wagers as and when the vacancies arose subject to the fulfilment of certain qualifications by these daily wagers. The management further contended that there are other 8 daily wagers senior to the first party workmen as per the panel prepared and maintained by the bank and therefore, question of regularization of the services of the first party workmen at this juncture without regularizing the services of the other 8 daily wagers senior to them does not arise. Learned counsel to prove his point that the daily wagers as such cannot claim absorption of their services as of right relied upon a decision reported

in AIR 2006 SCW 1991—Secretary, State of Karnataka and others Vs. Umadevi and Others and also a ruling reported in 2007 1 LLJ page 580—Indian Drugs and Pharmaceuticals Ltd.

10. Whereas, learned counsel for the first party workmen vehemently argued that as per the settlement dated 16-3-1998 marked before this tribunal at Ex. W1, there has been an agreement between the first party union and the management to maintain the status quo in respect of services of the 7 daily wagers (out of 11 Daily wagers in the instant case) whose names are mentioned in Annexure-A to the settlement prevalent as on the date of their removal from the employment. Learned, counsel further submitted that in the light of the aforesaid terms of the settlement, the services of the first party workmen now cannot be discontinued and at the same time the management will not be justified in continuing their services only as a daily wagers though there have been lot of sanctioned vacancies available with the Sahyadri Grammeena Bank as could be evident from the various recommendations made internally by the management, particularly, the recommendations made as per the letter at Ex. W12 marked before this tribunal. She submitted that as per the above said letter at Ex. W12 and the letter at Ex. W10, it becomes crystal clear that there was acute shortage of sub staff with the Sahyadri Grammeena Bank as on 20-12-2000 and as on 31-10-2007 and therefore, the management now cannot take up a contention that the services of the first party workmen could not be regularized for want of vacancies after amalgamation of this bank with other three banks as noted above. Learned counsel submitted that the services of the first party workmen have been continued with the management bank continuously for about a period of 15 years and for about a period of more than 10 years from the date of the aforesaid settlement at Ex. W1 and there has been an agreement as per the said settlement to maintain the status quo of the services of the first party workmen therefore, their services cannot be continued for indefinite time only as daily wagers on the ground that there are no vacancies available or that there are certain guidelines provided to the management in respect of appointment of temporary/permanent employees and that the temporary workers cannot be regularized in service without fulfilling certain conditions and qualifications etc.

11. After having gone through the records, I do not find substance in the arguments advanced for the first party. The facts undisputed in this case are that the first party workmen are working with the management as a daily wagers some times being provided work for 5 days in a week and some times being engaged six days in a week right from the year 1993-94 uptill this date. It is not disputed and cannot be disputed that as per the above

said settlement at Ex. W1 dated 16-3-1998, the first party union and the management made settlement before the ALC (Hubli) to the effect that the management shall maintain status quo in respect of the services of 7 daily wagers whose names are mentioned in the Annexure-A to this settlement as prevalent on the date of their removal from employment. Now, therefore, the only point to be considered would be "whether the first party workmen can take advantage of the terms of the said agreement in asking the management to regularize their services". The plain answer to this question in my opinion must be in the 'negative'. Merely, because such an agreement has been made between the first party workmen (only 7 among the 11 workmen) and the management to maintain status quo in respect of their services, the first party workmen by way of right cannot stake their claim against the management to regularize their services. The above said term of the agreement will be coming to the rescue of the first party workmen only when their services are being discontinued and not for the purpose of seeking regularization of their services. Under the above said condition of the agreement, of course, the management has got no right to discontinue the services of the first party workmen but only because the management has been prevented under the said settlement to maintain the status quo of the services of the first party workmen, it is not duty bound or unjustified in not regularizing the services of these first party workmen as the management cannot regularize the services of the first party workmen working as daily wagers ignoring or by passing the guidelines provided at Para 10 of the circular at Ex. M2. On the point whether the services of the casual workers so to say daily wage workers can be made permanent by way of regularization of their services or by way of absorbing them on permanent basis, their Lordship of Supreme Court in the latest above said decision of Umadevi's case have laid down the principle exhaustively making it abundantly clear that the services of such of the daily wage workers or the casual workers cannot be made permanent. Their Lordship on the point at para 34 of the decision laid down the principle as under :

"Unless the appointment is in terms of the relevant rules and after a proper competition among qualified persons, the same would not confer any right on the appointee. If it is a contractual appointment, the appointment comes to an end at the end of the contract, if it were an engagement or appointment on daily wages or casual basis, the same would come to an end when it is discontinued. Similarly, a temporary employee could not claim to be made permanent on the expiry of his term of appointment. It has also to be clarified that merely because a temporary employee or a casual wage worker is continued for a time beyond the term of his appointment, he would not be entitled to be absorbed

in regular service or made permanent, merely on the strength of such continuance, if the original appointment was not made by following a due process of selection as envisaged by the relevant rules. It is not open to the court to prevent regular recruitment at the instance of temporary employees whose period of employment has come to an end or of ad hoc employees who by the very nature of their appointment do not acquire any right. High Courts acting under Art. 226 of the Constitution of India should not ordinarily issue directions for absorption, regularization, or permanent continuance unless the recruitment itself was made regularly and in terms of the constitutional scheme. Merely because, an employee had continued under cover of an order of court, which is described as 'litigious employment', he would not be entitled to any right to be absorbed or made permanent in the service. In fact, in such cases, the High Court may not be justified in issuing interim directions since, after all, if ultimately the employee approaching it is found entitled to relief, it may be possible for it to mould the relief in such a manner that ultimately no prejudice will be caused to him, whereas an interim direction to continue his employment would hold up the regular procedure for selection or impose on the State the burden of paying an employee who is really not required. The courts must be careful in ensuring that they do not interfere unduly with the economic arrangement of its affairs by the state or its instrumentalities or lend themselves the instruments to facilitate the bypassing of the constitutional and statutory mandates."

12. On going through the above said principle laid down by their Lordship of Supreme Court, now, there cannot be any hesitation in the mind of this tribunal in coming to the conclusion that the services of the present first party workmen cannot be regularized for the simple reason that they had worked with the management for a period of more than 10 to 12 years and that the management under the aforesaid settlement at Ex. W1 was obliged to maintain the status quo in respect of the services of the first party workmen. The aforesaid condition laid down in the said settlement as noted above, will give the benefit to the first party workmen to continue into the services of the management as long as they desired but only as daily wagers and as casual workers. The first party union secretary WW1 in his cross-examination fairly conceded that there has been no settlement between the first party union and the management at any point of time to regularize the services of the first party workmen. The aforesaid documents at Ex. W10 and 12 speaking to the fact that there has been acute shortage of sub-staff with the then Sahyadri Gramina Bank and strong recommendations have been made externally by the

management will be of no consequence as long as the first party workmen are unable to substantiate before this tribunal that they have got a legal right to seek relief of regularization of their services at the hands of the management. Their Lordship of Supreme Court in the aforesaid decision have made it very clear that no right can be founded on an employment on daily wages to claim that such employment should be treated on par with regular recruited candidate. It is further made clear in the said decision that merely because a temporary employee or a casual worker is continued for a time beyond the term of his employment (in this case beyond the term of the settlement at Ex. W1) he could not be entitled to be absorbed in regular service or made permanent merely on the strength of such continuance if the original appointment was not made by following a due process of selection as envisaged by the relevant rules. Therefore by way of right the first party workmen who were admittedly working as daily wagers by virtue of their long services rendered with the management or by virtue of the aforesaid condition in settlement at Ex. W1 cannot stake their claim of regularization of their services by the management. Now, therefore, a question arises as to what shall be the fate of the first party workmen in the light of the aforesaid term of the settlement at Ex. W1 where under the management agreed to maintain the status quo in respect of their services, indefinitely. As in the light of the stand taken by the management, that they have prepared the seniority list and maintained the panel of the daily workers working with the four banks including the Sahyadri Gramocena Bank amalgamated under one bank namely, Pragathi Gramocena Bank, on this point the contention of the first party workmen is that they are the only senior casual workers and there are no other casual workers senior to them as per the list prepared by the management bank under the said panel in the year 1990. The management which took up the contention in the statement of MW1 that there are other 8 casual workers senior to the first party workmen as per the panel, did not produce any record before this tribunal to substantiate its claim. Therefore, we have to proceed on the assumption that the first party workmen are the senior most as per the panel maintained by the management bank. The management as noted above has come out with the case that the services of the first party can be regularized as per the seniority maintained in the panel. Therefore going by the words of the management, one can hope that the services of the first party workmen will be regularized in due course of time as per the seniority of first party workmen as per the panel maintained by the management. In the result, and the reasons foregoing it is to be held that that the first party workmen are not entitled to the relief of regularization of their services and that there was no injustice done by the management in not regularizing their services under the facts and circumstances of the case cited above. Hence the following award :

AWARD

The claims of the first party workmen to regularize their services stands rejected. However, the management is directed to regularize the services of the first party workmen as per the seniority list and the panel maintained by them as against the vacancies to be accrued in any of the said four banks amalgamated with the Pragathi bank. No costs.

(Dictated to PA, transcribed by her, corrected and signed by me on 8th April, 2008).

A. R. SIDDIQUI, Presiding Officer

नई दिल्ली, 29 अप्रैल, 2008

क्र. आ. 1152.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सार्वजनिक सेवा के प्रबंधन के संयुक्त नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, बंगलूर के पंचाट (संदर्भ संख्या 70/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 29-4-2008 को प्राप्त हुआ था।

[सं. एल-41012/71/2003-आई आर (बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 29th April, 2008

S.O. 1152.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 70/2003) of the Central Government Industrial Tribunal-cum-Labour Court, Bangalore as shown in the Annexure, in the Industrial Dispute between the management of Southern Railways and their workmen, which was received by the Central Government on 29-4-2008.

[No. L-41012/71/2003-IR (B-D)]

AJAY KUMAR, Desk Officer

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR
COURT, BANGALORE**

Dated : 8th April, 2008

PRESENT :

Shri A. R. Siddiqui, Presiding Officer

C. R. No. 70/2003

I PARTY

Shri H. N. Gangadharaiah,
No. 36, Chamudeshwari
Nagar,
Laggere Extension,
Ganapathi Nagar,
Bangalore-560 058

II PARTY

The Divl. Personnel Officer,
Southern Railway,
Divisional Office,
Personnel Branch,
Bangalore-560 023

AWARD

1. The Central Government by exercising the powers conferred by clause (d) of sub-section 2A of Section 10 of the Industrial Disputes Act, 1947 has referred this dispute vide order No. L-41012/71/2003-IR(B-1) dated 27th November, 2003 for adjudication of the following schedule :

SCHEDULE

"Whether the action of the management of Southern Railway, Bangalore in imposing the penalty of dismissal from services to Shri H. N. Gangadharaiah w.e.f. 1-3-1997 is legal and justified ? If not, what relief the disputant is entitled to ?"

2. A memorandum of chargesheet dated 28-2-1996 alongwith statement of article of charges on the allegation that the first party committed misconduct in absenting him from duty from 3-4-1995 to 4-4-1995 and again from 15-4-1995 to 27-1-1996 came to be served upon the first party seeking his explanation in the matter. It appears that the explanation offered by him that he could not attend for duty on account of his ill health and that he had produced the medical certificate to the above effect not being found satisfactory, the management/disciplinary authority ordered domestic enquiry into the matter and it is after having conducted an enquiry against the first party ex parte, findings were submitted by the enquiry officer to the effect that the first party was guilty of the aforesaid charges of misconduct and thereupon, proceedings of final dismissal order were drawn and accordingly the first party was dismissed from service.

3. The first party by way of his claim statement, in the first instance, challenged the enquiry proceedings on the ground that they have been conducted ex parte without serving upon him the chargesheet as well as the notice of enquiry. He then challenged the enquiry findings on the ground that he being absented from duty on medical ground and having produced proof with regard to his treatment, the enquiry officer committed wrong in coming to the conclusion that charge of misconduct of unauthorized absence has been proved against him. Then he challenged the disciplinary authority's order dated 1-3-1997 in dismissing him from service as illegal, unjust and arbitrary. Under the heading 'Grounds' he contended that the misconduct alleged against him is trivial in nature and having taken into consideration the fact that he rendered unblemished service of 17 years, the management was not justified in imposing upon him the extreme punishment of dismissal. Therefore, he requested this tribunal to set aside the dismissal order and to pass an award reinstating him in service with all consequential benefits.

4. The management by its counter statement, however, contended that all due formalities and necessary

procedure was followed by the management in sending the chargesheet as well as notice of enquiry to the first party to his address available with the management but unfortunately, neither, the chargesheet nor the enquiry notice could be served upon the first party personally though all due care was taken to serve the chargesheet and the notice of enquiry upon the first party personally by the enquiry officer himself as well as the other employees of the management. Therefore, the management contended that enquiry officer was constrained to conduct the enquiry proceedings ex parte and on the conclusion of the enquiry based on oral and documentary evidence he submitted the enquiry findings holding the workman guilty of the charges and therefore, the impugned punishment order passed against the first party cannot be taken that on any ground much less on the ground that punishment was illegal or not commensurate to the gravity of the misconduct committed by the first party.

5. Keeping in view the respective contentions of the parties, with regard to the validity and fairness or otherwise of the enquiry proceedings, this tribunal on 21-7-2004 framed the following preliminary issue :

“Whether the Domestic Enquiry conducted against the first party by the Second party is fair and proper ?”

6. During the course of trial of the said issue, the management examined one witness namely, the Enquiry Officer and got marked 13 documents including the enquiry proceedings and the enquiry report. The first party examined himself by way of rebuttal and it is after hearing the learned counsels for the parties, this tribunal by order dated 28-9-2006, recorded a finding on the above said issue against the management holding that the Domestic Enquiry conducted against the first party by the second party is not fair and proper. Thereupon, the management was given an opportunity to establish the charges of misconduct against the first party by leading fresh evidence on merits. On this point the management examined MW2 by name Shri Govind Pandey said to have been working as the Sr. Divisional Mechanical Engineer in South Western Railway, Divisional Office, Bangalore. This witness in his affidavit just repeated the contentions taken by the management in the counter statement that the first party remained absent from duty for the aforesaid period without authority and without sanction of leave from the competent authority not observing the medical conduct rules and therefore, invited the disciplinary action as per Railway Service Conduct Rules, 1966. In his cross examination it was elicited that they have not received any medical certificate said to have been sent by the first party as per the records maintained by their office. They have not received the leave application dated 13-12-1995 along with the medical certificate said to have been sent

by the first party under the registered post. In his further cross-examination, the witness was not in a position to say whether the endoresment dated 5-4-1995 has been made to the Divisional Medical Officer and as to under whose writing it is made and who put the stamp on it, as it is clear from the Xerox copy shown to him. He however, admitted that the first party was suffering from ill health and was taking treatment from the management hospital from April 1995 onwards adding that he did not obtain sick leave in remaining absent from duty. He further admitted that the first party was under the treatment up till 7-4-1995 and that he did not know if the first party underwent surgery to his right arm during the above said treatment period at their hospital.

7. As against this, the first party examined himself by filing his affidavit and reiterating the averments made in the claim statement. In his cross-examination it was elicited that the Xerox copy of the case sheet maintained by the Railway Department's Doctor for the period between 5-4-1995 to 28-4-1995 is at Ex. W1 (produced by the first party himself). It was elicited further that he had undergone the treatment of his right hand lump surgery during the said period. It was elicited that on 28-4-1995 stitches were removed after healing of the wound (the witness volunteers that after the stitches were removed, his above said problem was not over and he took treatment from the private doctor for the same ailment). He was then confronted with the Xerox copy of his own representation dated 23-5-1995 marked at Ex. W2 and admitted that he did not suffer from any health problem as on the date of the said representation. He admitted that as per the rules, railway employee is supposed to take treatment from the Railway Department Doctor and that there is no certificate issued by the Railway Doctor to the effect that his wound after the surgery was not healed up completely or that problem continued, thereafter.

8. Both the learned counsels representing the respective parties have filed their written arguments on line with their respective pleadings and the oral and documentary evidence brought on record.

9. Learned counsel for the management vehemently argued that as per the very admission made by the first party, he underwent surgery and remained under the treatment uptill 28-4-1995. Therefore, in his own words he did not take treatment from Railway Doctor subsequent to 28-4-1995 and his statement that his surgery wound was not fully healed up even subsequent to the said surgery done and that he had to take treatment from private doctor is false and incorrect. He submitted that even otherwise in between 28-4-1995 and January 1996, admittedly, the first party did not produce any medical evidence either from the Railway Doctor or from any private Doctor. Therefore, it cannot be said that during the said period he was not well. His next contention was that even assuming

for a moment that the first party was not keeping well during the said period, he was not supposed to be absent from duty without authority and without prior sanction of leave and since undisputedly, the first party did not remain absent from duty on getting his leave sanctioned well in advance or with due intimation to the authority concerned, his absence from duty shall have to be treated as 'unauthorized absence'. Therefore, keeping in view the long period of absence from duty, he deserved the punishment of dismissal.

10. Whereas, learned counsel for the first party submitted that the management witness himself, has admitted that the first party underwent surgery and undisputedly was under the treatment of Railway Doctor atleast up till 28-4-1995 and therefore, it cannot be said that his absence from duty was unauthorized one. The learned counsel submitted that keeping in view the nature of the misconduct of unauthorized absence from duty and that too, on a valid medical ground, the management was not justified in imposing the extreme punishment of dismissal removing the first party from service and when he undisputedly rendered unblemished service of 17 years without any misconduct committed by him during the said period.

11. After having gone through the records and the statement of MW1 as well as the statement of the first party in his cross-examination, it is not very difficult to arrive at the conclusion that the absence of the first party from duty tantamounts to unauthorized absence under the Rule 3(1)(ii) of Railway Service Conduct Rules, 1966. There is absolutely no scrap of paper produced by the first party suggesting that at any point of time he had applied for leave much less on medical ground and that he remained absent from duty getting his leave sanctioned well in advance or at least under the intimation of the competent authority. Therefore, the action of the first party remaining absent from duty not following the aforesaid rules, certainly, amounts to unauthorized absence from duty, a misconduct under the aforesaid rules.

12. Now, the next question to be considered would be 'whether under the facts and circumstances of the case the management was justified in inflicting the punishment of dismissal'. As argued for the first party, the punishment of dismissal was shockingly disproportionate firstly, for the reason that undisputedly the first party had undergone surgery to his right hand arm and was admittedly under the treatment of Railway Doctor up till 28-4-1995. Of course, the first party has not produced any medical evidence subsequent to 28-4-1995 of his taking treatment under private Doctor but his statement on the point cannot be rejected on this count itself, particularly when it is not very much shaken in his cross-examination. therefore, having regard to the above said statement of the first party suffering from ill health by undergoing surgery, the fact that he did not face any other charge of misconduct from

the management in his service of 17 years and also not ignoring the period of unauthorized absence from duty, it appears to me that the case on hand is a fit case wherein lenient view can be taken against the first party reinstating him in service without back wages from the date he remained absent from duty till the date he reinstated in service without continuity of service for the said period. Hence the following award :

AWARD

The management is directed to reinstate the first party into its services without back wages and without continuity of service and consequential benefits from the date he remained absent from duty i.e. from 15-12-1995 till the date of his reinstatement. No costs.

(Dictated to PA, transcribed by her, corrected and signed by me on 8th April, 2008).

A. R. SIDDIQUI, Presiding Officer

नई दिल्ली, 29 अप्रैल, 2008

का. अ. 1153.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सादर रेलवे के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, एर्नाकुलम के पंचाट (संदर्भ संख्या 239/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 29-4-2008 को प्राप्त हुआ था।

[सं. एल-41012/108/2002-आई आर (नं. 1)]

अजय कुमार, डेस्क ऑफिसर

New Delhi, the 29th April, 2008

S.O. 1153.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 239/2006) of the Central Government Industrial Tribunal-cum-Labour Court, Ernakulam, as shown in the Annexure, in the Industrial Dispute between the management of Southern Railways, and their workmen, which was received by the Central Government on 29-4-2008.

[No. L-41012/108/2002-IR (B-1)]

AJAY KUMAR, Desk Officer

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, ERNAKULAM

PRESENT :

Shri P. L. Norbert, B.A., LL.B., Presiding Officer

(Thursday the 21st day of February 2008/2nd Phalgun
1929)

L.D. No. 239/2006

(I.D. No. 20/2002 of Labour Court, Ernakulam)

Union

: The General Secretary,

Southern Railway Construction
Workers Union,
Railway Quarters No. 116-B,
Ernakulam-682 016

By Adv. Sri. C. Anil Kumar

Management : The Divisional Railway Manager (P),
Southern Railway,
Trivandrum

By Adv. Sri. M. C. Cheriyan

This case coming up for final hearing on 18-2-2008, this Tribunal-cum-Labour Court on 21-2-2008 passed the following :

AWARD

This is a reference made under Section 10(1)(d) of Industrial Disputes Act. Reference is :—

"Whether the action of the Divisional Personnel Manager (P), Southern Railway, Trivandrum in terminating the service of Shri R. Ramadass, S/o Shri Ramaiah, Substitute Bungalow Lascar w.e.f. 20-9-2001 is justified ? If not, what relief the concerned workman is entitled ?"

2. Facts of the case in brief are as follows :— Sri R. Ramadass was a Bungalow Lascar since 3-9-1999. He was the personal staff of Additional Divisional Railway Manager. While so, ADRM was transferred to Thiruvananthapuram Division. The worker had accompanied him to Thiruvananthapuram. However on 20-9-2001 the worker was terminated from service. According to the workman on 12-3-2001 when he went to attend Bungalow duty he was not allowed to work. Later another person was posted in his place. It was for the purpose of accommodating another person of the choice of ADRM that the service of worker was terminated. No notice or enquiry was conducted before he was terminated. Hence the termination is illegal.

3. According to the management the workman remained absent on and off. He was advised several times to be regular and improve his performance. From 8-5-2001 onwards he has been remaining absent continuously. Hence his explanation was sought and after considering his reply his service was dispensed with w.e.f. 20-9-2001. No enquiry is required as he was terminated during the initial period of 3 years mentioned in his appointment letter.

4. In the light of the above contentions the only point that arises for consideration is :—

"Whether the termination is legal ?"

The evidence consists of WW-1 and documentary evidence of DW-1 to DW-12 on the side of the union and Exts. M-1 to M-7 on the side of the management.

5. The point :—The worker Shri R. Ramadass was the Bungalow Peon since 3-9-1999. In Ext. M1 general order, issued by the General Manager, Southern Railway, the mode of appointment and discharge of Bungalow Peons are mentioned. The order says that the service of Bungalow Peon/Lascar may be terminated within 3 years if found unsatisfactory or if their services are not required by the officer concerned. The worker was given Ext. M3 notice by ADRM on 26-6-2001. Notice was that "the worker was remaining absent unauthorisedly on various occasions from 12-3-2001 to 8-5-2001 and thereafter continuously till the date of notice. It is also mentioned that though he was advised on various occasions to improve his performance there was no change. Hence worker was asked to offer explanation as to why action shall not be taken against him. To Ext. M3 notice worker sent Ext. M4 reply stating that about 2 months prior to Ext. M3 he was not allowed to attend Bungalow duty by ADRM without assigning any reason. From then onwards he was waiting for a call from ADRM to assume duty. But he was not called. He is willing to continue the work as Peon. To Ext. M4 the management sent Ext. M5 reply stating that the explanation of the worker was not satisfactory and ADRM was not satisfied with his service and he was liable to be terminated. This was followed by termination order Ext. M6 terminating his service w.e.f. 20-9-2001.

6. According to the worker after his reply Ext. M4 no further opportunity was given to him before his service was dispensed with. No enquiry was also conducted. Ext. M1 general order regarding appointment and termination of Bungalow Peons mentions that the concerned officer with whom the Bungalow Peon is working is free to assess his performance and terminate his service if performance is found unsatisfactory within a period of 3 years. Union has no case that the initial appointment was not for a period of 3 years. From the terms of the appointment Ext. M1 it is seen that the Peon is put on probation for a period of 3 years before he is absorbed in service. In Ext. M3 notice it was specifically mentioned that the worker was not regular in attending the duty. The periods of absence are mentioned in Ext. M3 notice. It is also stated that in spite of advice the worker had not made any improvement in work. However in the reply of the worker Ext. M4 he does not specifically deny the various spells of absence, but merely states that he was working continuously and 2 months prior to Ext. M4 he was asked by ADRM not to attend Bungalow duty. He keeps silence about the allegation that his performance was not satisfactory.

7. It is held in Unit Trust of India V. T. Bijaya Kumar, 1993 1 LLJ 240 (SC) that the purpose of placing a person on probation is to try him during the period of probation and to assess his suitability for the job concerned. It is a settled position that an order of discharge is not an order

of punishment and therefore, there is no question of giving a hearing before termination of his service.

8. A constitutional Bench of the Hon'ble Supreme Court said in *Shamsher Singh V. State of Punjab* 1974—II-LLJ 465 that the termination of the service of a probationer in Government employment will not ordinarily and by itself, be a punishment, because the Government servant so appointed, has no right to continue to hold such a post any more than a servant employed on probation by a private employer is entitled to do so. Such a termination is not a punishment of either dismissal or removal. However if the right to hold the post exists under a contract of service, the situation would be different.

9. Being a probationer the management is free to terminate the service without assigning any reason. If the termination is a discharge simpliciter and not tainted by mala fides it does not amount to retrenchment under Section 2(o) of Industrial Disputes Act. No enquiry is required and the worker need not be heard before terminating his service. Still the worker was given an opportunity by Ext. M3 notice to make a representation.

10. During evidence a case was put forward by the union that ADRM was on leave for a period of 2 months during 2001 and the worker was allowed to be away from Bengaluru. This statement of union office bearer (WW-1) is put forward for the first time in the cross examination only. He has no such case even in the chief examination. It is relevant to note that neither in the claim statement nor in the rejoinder of the union any mention is made about the leave of ADRM. When WW-1 was further cross examined he stated that he was not aware of the period of leave and resumption of duty by ADRM. In Ext. M-4 reply also the worker does not say that ADRM was on leave for 2 months and he was allowed to avail leave. Ext. W-1 is a representation of the worker to Divisional Railway Manager. Ext. W2 is a representation of the union to Regional Labour Commissioner, Ext. W-8 is a report of failure of conciliation by RLC to the Government. No where there is a contention either by the worker or by the union about the leave of ADRM or the off duty granted to the worker. Thus the contention of the union regarding off duty of worker for 2 months at the stage of evidence is an after thought to save the worker. The performance of the worker was not satisfactory to his master during probation. Hence he was discharged from duty by an order dated 20-9-2001. The Probationer does not get any kind of right like a regular employee. No domestic enquiry is required and no reasons need be stated for termination. Therefore I find that the termination is absolutely legal and does not call for any interference. Found accordingly.

In the result, an award is passed finding that the action of the management in terminating the service of Shri R. Ramadass, Bunglow Lascar w.e.f. 20-9-2001 is

legal and justified and he is not entitled for any relief. No cost.

The award will come into force one month after its publication in the official gazette.

Dictated to the Personal Assistant, transcribed any typed by her, corrected and passed by me on this the 21st day of February, 2008.

P. L. NORBERT, Presiding Officer

APPENDIX

Witness for the Union

WW1 16-05-2007 Sri. L. Robert Disouza

Witness for the Management — Nil.

W1 10-10-2001 Copy of representation submitted by Sri. R. Ramadass to the Divisional Railway Manager, Trivandrum.

W2 20-11-2001 Copy of representation submitted by the union before the RLC(C), Ernakulam.

W3 — Photostat copy O.O. No. 39/2001/PG issued by the Southern Railway.

W4 05-12-2001 Photostat copy of representation submitted by the union before the RLC(C), Ernakulam.

W5 — Photostat copy of Decision reported in AIR 1982. Supreme Court 854.

W6 31-12-2001 Copy of letter issued by the RLC(C) to the Divisional Railway Manager, Trivandrum.

W7 31-05-2001 Photostat copy of minutes of conciliation proceedings before the RLC(C).

W8 08-07-2002 Photostat copy of report on failure of conciliation issued by the RLC(C).

W9 10-02-2004 Photostat copy of letter No. W. O. M14/Bunglow Peon issued by the CPDE to the Sr. DPO, Trivandrum.

W10 17-02-2004 Photostat copy of memorandum issued by the Chief Personnel Officer.

W11	17-02-2004	Photostat copy of letter No. V/P 536/XII/B. Lascar/Vol. IV issued from the Divisional Office, Trivandrum.
W12	26-02-2004	Photostat copy of letter No. W. OM/B.L/Vol. IV issued from Headquarters Office, Chennai.

Exhibits for the Management

M1	04-06-1977	Photostat copy of letter No. PB/CS/153 issued by the Headquarters Office, Southern Railway.
M2	19-11-1987	Photostat copy of letter No. PB/CS/153 issued by the Headquarters Office, Southern Railway.
M3	26-06-2001	Copy of letter No. V/G. 179/Staff/RD issued from the Divisional Office to Sri R. Ramadass.
M4	10-07-2001	Copy of Reply sent by Sri R. Ramadass to the Additional Divisional Railway Manager, Thiruvananthapuram.
M5	23-07-2001	Copy of letter No. V/G. 179/Staff, R.D issued by the Divisional Office to Sri R. Ramadass.
M6	—	Copy of Order No. O. O. 39/2001/PG issued by the Divisional Office, Southern Railway, Trivandrum.
M7	10-10-2001	Photostat copy of letter sent by Sri R. Ramadass to the Divisional Railway Manager, Southern Railway, Trivandrum.

नई दिल्ली, 29 अप्रैल, 2008

का. मा. 1154.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक ऑफ इंडिया के प्रबंधन के संबन्धित नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण-II, नई दिल्ली के पंचायत (संदर्भ संख्या 28/1998) को प्रकाशित करती है, जो केन्द्रीय सरकार को 29-04-2008 को प्राप्त हुआ था।

[सं. एल-12012/99/1997-आई आर (बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 29th April, 2008

S.O. 1154.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 28/1998) of the Central Government Industrial Tribunal-cum-Labour Court-II, New Delhi as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of State Bank of India and their workman, which was received by the Central Government on 29-04-2008.

[No. L-12012/99/1997-IR (B-I)]
AJAY KUMAR, Desk Officer**ANNEXURE****BEFORE THE PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, NEW DELHI**

R. N. Rai, Presiding Officer

I.D. No. 28/1998

In the matter of :Sh. Kishan Pal Sharma,
Vill. & Post Chandaina Kali,
Distt. Saharanpur (U.P.)
Pin-247 001

—Claimant

VersusThe Asstt. General Manager,
Region-IV, State Bank of India,
Zonal Office, Garh Road,
Meerut (UP)

—Respondents

AWARD

The Ministry of Labour by its letter No. L-12012/99/97 IR (B-I) Central Government dt. 06-01-1990 has referred the following point for adjudication :

The point runs as hereunder :—

"Whether the action of the management of State Bank of India in terminating the services of Sh. Kishan Pal Sharma, Ex. Water Boy w.e.f. 27-07-1996 is just, fair and legal and if not what relief he is entitled and from what date ?"

The case of the workman is that he was engaged by the management on 07-07-1995 against a permanent and regular vacancy and he has been performing all the duties of Messenger-cum-Water Boy-cum-General service. He has been cleaning the tables and counters. He has been bringing water from outside and serving the same to the staff and the customers of the bank. He was also attending outdoor duty of the bank as Peon.

The case of the management is that the workman was engaged from 27-07-1995 to 26-07-1996 as Water Boy. The workman was engaged for fetching water and serving it to the officers of the bank and the customers of the bank. He was not assigned any other duty. He was paid Rs. 50 for the duties discharged by him.

The workman has filed rejoinder. In the rejoinder he has reiterated the averments of his claim statement and has denied most of the paras of the written statement. The management has also denied most of the paras of the claim statement.

Evidence of both the parties has been taken.

Heard argument from both the sides and perused the papers on the record.

It was submitted from the side of the workman that he has continuously worked for more than 240 days preceding the date of termination of his services. He was entitled to retrenchment compensation and one month's pay in lieu of notice. The management illegally terminated the services of the workman in breach of section 25F of the ID Act, 1947.

The engagement has been admitted to the management and payment of Rs. 50 per day by vouchers has also been admitted by the management. The workman has not filed any document to prove that he discharged all the duties in the bank.

It was submitted from the side of the management that he was purely engaged as water boy in view of exigencies for fetching water and serving it to the employees and the customers of the bank. He was not assigned duty of a Peon. The workman has not filed any document to establish that he performed all the duties of a Peon. He has filed two photocopies document which are not admitted to the management and which do not establish that the job assigned was done by the workman. It is not also case of the workman that another person has been engaged as water boy in his place and he is still discharging the duties of water boy. It is not also the case of the workman that junior to him has been regularised by the management.

It is true that the workman has worked under the management from 07-07-1995 to 26-07-1996 for one year and he has completed 240 days during this period, so Section 25F of the ID Act is attracted. It was necessary for the management to make payment of 15 days wages for one complete year and one month's pay in lieu of notice.

It is settled law that the order of reinstatement is not always necessary or appropriate in every case of illegal retrenchment. In the instant case the workman has worked for only one year. He was engaged as a water boy. The workman has not proved that the work of water boy is

still continuing. No other person has been engaged at the place of the workman, so he cannot get the benefit of Section 25H of the ID Act, 1947.

The Hon'ble Apex Court has held that in case the work is not continuing and there is service for a short span, the relief of compensation should be given. The instant case is covered by the judgment of the Hon'ble Apex Court.

The workman was engaged only for one year and discharged the duties of water boy. In the circumstances there is no question of reinstatement. However, the workman is entitled to 15 days wages for one completed year and one month's pay in lieu of notice. The workman is found entitled to the compensation of Rs. 25,000 in the facts and circumstances of the case.

The reference is replied thus :—

The action of the management of State Bank of India in terminating the services of Sh. Kishan Pal Sharma, Ex. Water Boy w.e.f. 27-07-1996 is neither just nor fair nor legal. The workman is entitled to Rs. 25,000 by way compensation in lieu of reinstatement and pay in lieu of notice within two months from the date of the publication of the award.

The award is given accordingly.

Dated : 15-04-2008 R.N. RAI, Presiding Officer

नई दिल्ली, 29 अप्रैल, 2008

का. आ. 1155.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार पंजाब नेशनल बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/अग्र न्यायालय नं. 2, धनबाद के पंचाट (संदर्भ संख्या 63/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 25-04-2008 को प्राप्त हुआ था।

[सं. एल-12011/71/2006-आई आर (बी-II)]

राजिंदर कुमार, डेस्क अधिकारी

New Delhi, the 29th April, 2008

S.O. 1155.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 63/2006) of the Central Government Industrial Tribunal-cum-Labour Court-2, Dhanbad as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Punjab National Bank, and their workman, which was received by the Central Government on 25-04-2008.

[No. L-12011/71/2006-IR (B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD PRESENT :**

Shri Nagendra Kumar, Presiding Officer

In the matter of an Industrial Dispute under Section 10(1)(d) of the I.D. Act, 1947

Reference No. 63 of 2006

Parties : Employers in relation to the management of Punjab National Bank and their workman

Appearances :

On behalf of the workman : None

On behalf of the employers : Sh. Praveen Kumar Pankaj, Officer, H.R.D.

State : Jharkhand **Industry :** Banking

Dated, Dhanbad, the 16th April, 2008

AWARD

The Govt. of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-12011/71/2006-IR (B-II), dated, the 3rd October, 2005.

SCHEDULE

"Whether the action of the management of Punjab National Bank, Patna, Muzaffarpur in imposing the punishment order passed by the disciplinary authority vide order dated 29-5-2001 read with corrigendum dated 16-6-2001 on Shri Sujay Kumar Singh, Clerk-cum-Cashier is legal and justified? If not, what relief is the disputant concerned is entitled to?"

2. In this case neither the concerned workman nor his representative appeared before this Tribunal. Management, however, made appearance through their authorised representative. It transpires from the record that Regd. Notice and show cause notices were issued to the concerned workman/sponsoring union, consecutively. They not only failed to comply with the provision of Rule 10B of the I.D. Central Rules, 1957, but also even did not consider necessary to respond to the notices issued by this Tribunal. Gesture of the workman/sponsoring union if is taken into consideration will expose clearly that they are not interested to proceed with the hearing of this case. Under such circumstances, this Tribunal finds no ground to adjourn the case suo moto for days together. Hence, a 'No dispute' Award is passed in this reference presuming non-existence of any industrial dispute between the parties.

NAGENDRA KUMAR, Presiding Officer

नई दिल्ली, 29 अप्रैल, 2008

का. अ. 1156.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार केनरा बैंक के प्रबंधकों के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/प्रम न्यायालय, बंगलोर के पंचाट (संदर्भ संख्या 20/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 25-04-2008 को प्राप्त हुआ था।

[सं. एल-12012/225/2003-आई आर (बी-II)]
राजिन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 29th April, 2008

S.O. 1156.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 20/2004) of the Central Government Industrial Tribunal-cum-Labour Court, Bangalore as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Canara Bank and their workmen, which was received by the Central Government on 25-04-2008.

[No. L-12012/225/2003-IR (B-II)]
RAJINDER KUMAR, Desk Officer

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BANGALORE**

Dated : 1st April, 2008

PRESENT :

Shri A.R. Siddiqui, Presiding Officer

C.R. No. 20/2004

I Party

Sh. N. Ramesha,
C/o Shri M.K. Machaiah,
D. No. 49, Coorgalli,
Belawadi Post,
Mysore,
Karnataka State

II Party

The Dy. General Manager,
Canara Bank,
D.A. Cell, Circle Office,
No. 86, M.G. Road,
Bangalore,
Karnataka State

AWARD

1. The Central Government by exercising the powers conferred by clause (d) of sub-section 2A of the Section 10 of the Industrial Disputes Act, 1947 has referred this dispute vide order No. L-12012/225/2003-IR (B-II) dated 11th March, 2004 for adjudication on the following schedule :

SCHEDULE

"Whether the management of Canara Bank is justified in imposing the punishment of Discharge with superannuation benefits on Shri N. Ramesha, Sub Staff w.e.f. 18-12-2001 on the ground of

committing 'Gross Misconduct' within the meaning of Chapter XI Regulation 3(b) of the Canara Bank Service Code? If not, what relief he is entitled to?"

2. A chargesheet dated 16-02-2001 came to be served upon the first party in the following terms :—

Charge sheet

You have been working as sub-staff at our town hall branch, Bangalore since 03-03-1994.

Our Bank has received complaints from various persons mainly alleging the irregularities in the financial activities dealings you are indulging in with the public. It is also alleged that you are engaging rowdy elements in your activities.

An investigation conducted into the complaint have brought to for the following :

I. Shri Gilbert Menezes in this letter dated 27-01-2000 to the SP, CBI, Bangalore had alleged that you are indulging in :

1. Financing other employees of the bank at very-high monthly rate of interest.
2. Arranging finance from other unregistered financiers.
3. You have got financial activities and deposit in Thyagaraja Co-operative Bank, Main Branch, Bangalore.
4. You have links with underworld elements and various financiers.
5. You have taken rowdies to the residence of Mr. Walter D'Souza, Ex. Employee of our bank, assaulted him and forcibly taken signature on a blank paper.

Shri Gilbert Menezes, Complainant met the Investigation Officer on 28-03-2000 and informed that he has no more details to give except that he had mentioned.

II. Shri Walter D'Souza informed the Investigating Officer that he knows you from the days of Chickanayakanahalli branch. Further he has confirmed the following allegations which have figured in the complaint of Shri Gilbert Menezes :

1. You got him a housing loan of Rs. 7.50 lakhs from Thyagaraja Co-operative Bank.
2. You had been to his house alongwith few persons whom Shri Walter D'Souza could not identify and forced Shri Walter to sign some blank papers. For this Shri Walter filed a police complaint against you.

From a perusal of the SB Account No. 160611 maintained by Shri Walter at our Indiranagar branch, Bangalore it is observed that the following amounts have been paid to you :

- (a) Rs. 50,000 by way of cheque drawn in your favour.
- (b) Rs. 10,500 by way of cheque drawn in your favour..

The above averments of Shri Walter and the transaction that has taken place in his SB account No. 160611 confirms the allegations made in the complaint of Shri Gilbert Menezes.

III(A). Shri Channakeshava in his letter dated 31-05-2000 has alleged that he is participating in Rs. 1 lakh chit run by you. He is remitting a sum of Rs. 2500 every month towards chit. He has paid you the amount sometimes in cash and sometimes by way of cheques. He has complained that you have stopped the chit and not returned Rs. 45,000 which was due to him by you.

Your OD Account No. CEGA 3190 maintained at our town hall branch, Bangalore bears an entry for Rs. 2500 on 16-10-1998 towards the cheque given by Shri Channakeshava.

(B) Shri R. Manjunatha, Clerk has informed that he has given financial help to you on three occasions by way of sending DD :

- (1) DD No. 400721 dated 6-5-1998 for Rs. 15,000 drawn in your favour.
- (2) DD No. 101771 dated 15-12-1998 for Rs. 24,000 drawn in your favour.
- (3) DD No. 600178 dated 16-12-1999 for Rs. 3,85,000 favouring Smt. Poornima, your wife.

In his letter dated 12-05-2000 Shri Manjunatha has alleged that you have not returned the above amounts to him.

(C) Shri K. Balakrishna, Basket Merchant, SKR Market, Bangalore in his letter dated 30-05-2000 has alleged that you chit business has become bogus. He has remitted Rs. 2500 every month from 13-08-1998 to 13-12-1999 for about 17 months and totally he has paid Rs. 42,500 to you. Shri K. Balakrishna has also complained that you have similarly cheated many people and you have account with Thyagaraja Co-operative Bank, Banashankari III Stage, Bangalore.

- (D) Shri R. Govind, Basket Merchant, SKR Market, Bangalore in his letter dated 30-05-2000 has alleged that he was remitting Rs. 1000 every month from 13-05-1998 to 13-12-1999 towards the chit business run by you. Totally he has remitted Rs. 20,000 to you. You have account with Thyagarajan Co-operative Bank, Basashankari III Stage, Bangalore.
- (E) Smt. N. Sharadamma, Srinagar, Bangalore in her letter dated 29-03-2000 has alleged that you have cheated her to the extent of Rs. 1.50 lakhs in the chit business.
- (F) Shri R. Chandrashekara, Bangalore in his letter dated 23-2-2000 has alleged that he had arranged loan of Rs. 50,000 through financiers to you when you were in distress. You have not repaid the amount and financiers are threatening to proceed legally against him. He has also complained that he is paying the interest to financiers on your behalf.
- (G) Shri Muthiar Pasha has alleged in his letter dated 31-05-2000 that he has subscribed Rs. 5,000 every month towards two chits for Rs. 1 lakh each (at Rs. 2500 per chit) with you. He has remitted amount for 33 months in respect of one chit and 20 months in respect of other chit. You have also entered the remittance so received from him in the card given to Shri Mukthiar Pasha. The complainant has also filed a FIR with the police and he has provided the bank with a copy of the same along with his letter dated 2-2-2000 the DCP Crime, Infantry Road, Bangalore.
- (H) Smt. S. Sushelamma, Resident of No.58 Kalappa Block, Bangalore in her letter dated 26-07-2000 has complained that she was subscribing towards your chit business and you have cheated her and others like her to the extent of Rs. 30 to 40 lakhs. You are maintaining OD account No. 3190 at our Town hall branch, Bangalore. Your net salary for the period from 1-1-1997 to 7-2-2000 ranged from a low of Rs. 578.35 to high of Rs. 2,123.72. Despite this meagre salary, there were transactions for huge sums in case of your OD account. Most of the credits are in thousands, in round sums and ranging from around Rs. 1,000 to Rs. 20,000 and by way of cash. Following amounts have been remitted in cash at corporate credit centre for credit of your OD account maintained at Welfare Centre :

(a) 17-06-1999	Rs. 31,500
(b) 09-08-1999	Rs. 20,100
(c) 20-12-1997	Rs. 20,000

A number of cheques for Rs. 2500 each regularly issued by Shri R.N. Madhava working at our branch were collected to your account in clearing. Shri Madhava has informed that it was the chit amount paid to you.

On 08-08-1997, Rs. 50,000 has been credited your account which was the cheque drawn on SB account 160611 of Mr. Walter of Indiranagar, Bangalore Branch.

Shri Dwarakanath who was an employee of Frazer Town branch had issued cheques for Rs. 3,000 and Rs. 7,287.50 to you. He has informed that he subscribed to the chit run by you.

Shri Babu Xavier and Elizebeth have given several cheques drawn in favour for Rs. 2,500 each through their SB account No.16776 maintained at our Hombegowdanagar branch, Bangalore. Shri Babu Xavier has informed that they were subscribing amount for the chit of Rs. 1 lakh conducted by you.

Your DD account was also credited with following large amounts :

Date	Amount	
16-10-1998	Rs. 19,645	Clearing cheque drawn on Times Bank.
22-12-1998	Rs. 20,000	Clearing Cheque drawn on Andhra Bank.
24-12-1998	Rs. 9,810	Clearing Cheque drawn on Times Bank. But cheque was returned and amount reversed on 26-12-1998.

Smt. Nalini, Clerk, Corporate Credit Centre has extended credits from her OD account 3558 to Shri Ramesh and to his wife Smt. Poornima and father Shri Narayanappa.

The above amounts were credited to help you when cheques issued by you were presented and there was no balance in the account to pass them.

Besides the above, there are also huge debits in your OD account by way of cheques issued by you. An enquiry into the same revealed the following :

- (a) Smt. Kalavathy Hebbar is running a registered finance company by name "Kanara Financiers". You have borrowed Rs. 2 lacs from her of which Rs. 50,000 is outstanding. A couple of cheques issued to her by you were also dishonoured for want of funds in your account.

- (b) You have borrowed in all Rs. 80,000 from Mr. Raju of Pratap & Co. who is also financing in the name of his mother S.R. Komal. You are yet to repay Rs. 46,000 to them.

All the above transactions in your account and in the account of your wife and your father clearly reveals that you were engaged in Chit Business dealing with financiers, which were outside the scope of your employment and thus committed a gross misconduct within the meaning of chapter XI, Regulation 3(b) of Canara Bank Service Code.

From the various complaints received and FIR lodged with the police against you by outsiders, it is clear that you had given cause for lowering the image of the bank in the eyes of the public and thus caused willful damage to the property of the bank which is a gross misconduct within the meaning of Chapter XI, Regulation 3(j) of Canara Bank Service Code.

Your above actions being prejudicial to the interest of the Bank, you have also committed gross misconduct within the meaning of Chapter XI, Regulation 3, Clause (b) of Canara Bank Service Code"

3. There being no explanation offered by the first party to the charge sheet, the management initiated the disciplinary proceedings against him holding a DE and accordingly after due notice to the first party preliminary enquiry sitting was held on 3-4-2001. Since the first party denied the charges leveled against him, enquiry was taken up on regular basis, during which enquiry the management through the Presenting Officer produced and got marked in all 25 documents at Ex. MEX 1 to 25 and examined 10 witnesses. There were no witnesses or documents produced on behalf of the first party who participated in the enquiry proceedings all through. Thereupon, taking into consideration the oral and documentary evidence brought on record and after hearing the parties, the enquiry officer submitted his findings dated 31-7-2001 holding the first party guilty of the charges leveled against him. The first party was supplied with the findings of the enquiry officer vide letter dated 4-8-2001 and he submitted his explanation thereon. After considering his submissions on the findings of the enquiry officer, the Disciplinary Authority has given a notice of personal hearing dated 20-11-2001 to the first party which was attended by him on 24-11-2001 with his written submissions. Thereafter taking into consideration all the aspects of the case the Disciplinary Authority imposed the impugned punishment of 'discharge with superannuation benefits' vide proceedings dated 18-12-2001. His appeal against the said order of punishment came to be dismissed by order dated 23-12-2002.

4. The first party by way of his claim statement before this tribunal, while challenging the impugned punishment order passed by the Disciplinary Authority and confirmed by the Appellate Authority as unjust and illegal, also, challenged the enquiry proceedings on the ground that they were not conducted in accordance with the principles of natural justice giving him fair and proper opportunity to defend himself. He also challenged the enquiry findings as suffering from perversity alleging that the conclusions drawn by the enquiry officer were based on the conjectures and surmises. He, then, challenged the impugned punishment order contending that it was without application of mind and it was not in commensurate to the gravity of the misconduct alleged to have committed by him. The punishment order was passed mechanically without considering the various submissions made by the first party in response to the findings of the enquiry officer. With reference to the merits of the case, the first party contended that after having joined the services of the management bank as sub staff w.e.f. 11-7-1986 he has rendered efficient service with a blemishless record throughout. He contended that his mother was running a Chit (Chit fund business) and on 7-5-1999 in a tragic accident his mother, wife and daughter met with a fatal accident and lost their lives. Therefore, the first party was compelled to shoulder the financial burden and had entered into financial dealings and incurred debts to discharge the moral obligations of his mother's business and at no point of time he was running Chit business nor was engaged in any trade or business. However, the people who had financial dealings with his mother took advantage of the first party being an employee of the bank and were pressing for the payments. Therefore, the first party had no alternative but to borrow from friends and others to meet financial obligations. Therefore, for the reasons stated above, he contended that the management was not justified in imposing the impugned punishment and that he did not commit any misconduct as alleged in the charge sheet. He requested the court to set aside the impugned punishment order passed by the Disciplinary Authority as well as the Appellate Authority as illegal and void with a direction to the management to reinstate him in service with all consequential benefits, back wages and continuity of service.

5. The management by its counter statement, while, narrating the entire allegations made in the charge sheet came out with the case that when the first party did not reply to the charge sheet, a departmental enquiry was ordered against him and it being participated and defended by the first party throughout, the enquiry officer on the conclusion of the enquiry submitted his findings holding him guilty of the charges. The management contended that during the course of enquiry as many as 25 documents were marked and 10 witnesses were

examined and whereas no witness or document was tendered on the part of the first party. The management contended that the enquiry findings report was furnished to the first party and he is submitted his comments thereon, then, he was given an opportunity of personal hearing and thereafter the impugned punishment order was passed and was confirmed by the Appellate Authority. The management denied the allegations of the first party that the findings of the enquiry officer in any way suffered from perversity and were based upon conjectures and surmises of the enquiry officer. The management further denied the allegation that the disciplinary authority as well as the Appellate Authority have not applied their minds in passing the punishment order and then in confirming the punishment order and then the punishment in question was not commensurate to the gravity of the misconduct alleged against the first party. Therefore, the management requested this tribunal to reject the reference.

6. Keeping in view the respective contentions of the parties with regard to the validity and fairness or otherwise of the enquiry proceedings, this tribunal on 31-03-2005 framed the following Preliminary Issue :

"Whether the Domestic enquiry conducted against the first party by the second party is fair and proper."

7. During the course of trial of the said issue, the management examined the enquiry officer as MW1 and got marked documents at Ex. M1 to M8 including the enquiry proceedings and the enquiry findings. The first party examined himself as WW1 without producing any document. After having heard the learned counsels for the first party as well as the management, this tribunal by order dated 13-08-2007 answered the above said issue in favour of the management recording a finding to the effect that the enquiry conducted against the first party by the second party is fair and proper. Thereupon, once again I have heard learned counsels for the parties on merits of the case and posted the matter for award. Now, therefore, in the light of the above and the findings recorded by this tribunal on the above said preliminary issue in favour of the management, the only two important points which come up for consideration would be—

- (i) Whether the enquiry findings suffered from perversity, if not,
- (ii) Whether the impugned punishment order was not commensurate to the gravity of the misconduct committed by the first party.

8. Learned counsel for the first party has submitted his written arguments. Highlighting various aspects of the case on merits, he contended that as per Regulation 9D of Chapter XI of Canara Bank Service Code the first party should have been given an opportunity to cross examine any witness on whose evidence the charge

against him rests and also to provide evidence if any, and whereas in the instant case documents at Ex. MEX 3, 16, 17, 23, 24 & MEX 25 have been marked without examining the witnesses who had given their statements. He also contended that many of the witnesses cited in the charge sheet and on whose statements, the enquiry officer relied upon were not tendered or examined by the management thereby denying the first party's opportunity to cross-examine those witnesses. He contended that in the absence of those witnesses the statement of the Investigation Officer speaking to the statements of those witnesses should not have been acted upon by the enquiry officer and therefore, the enquiry officer in relying upon those statements has violated the principles of natural justice and settled procedure of law. He contended that the enquiry officer relied upon the unproved documents and therefore, his findings are perverse. Learned Counsel also referred to statements of the management witnesses made in the cross-examination to prove his point that if at all those witnesses had lent monetary support to the first party it was on humanitarian ground and not for any business purpose. Learned Counsel also once again repeated the averments made in the claim statement as to under what circumstances the first party was to shoulder the responsibility of running the chit fund business of his mother then to set out her financial burden by entering into financial dealing and incurring debts to discharge the moral obligations of his mother's business. In short the learned counsel submitted that the various charges of misconduct leveled against the first party have not been proved by sufficient and legal evidence and the evidence which was brought on record during the course of enquiry failed to establish the charges of misconduct as leveled in the charge sheet. Learned counsel in support of his arguments relied upon the following three citations :

1. ILR 1998 KAR 3044
2. AIR 1959 SC 1111
3. 1996(2) Mys LJ 705

9. Whereas, learned counsel for the management, vehemently, supported the findings of the enquiry officer and argued that charges of misconduct leveled against the first party have been proved by sufficient and legal as well as documentary evidence. He contended that merely because some other witnesses cited in the charged sheet are not examined, it cannot be said that charges as such have not been proved when they are actually proved by other oral and documentary evidence already brought on record. He contended that there was fair and proper opportunity given to the first party on findings of the enquiry officer as well as on the punishment imposed by giving him opportunity of personal hearing and it is thereafter the disciplinary authority taking into consideration all the aspects of the case and the gravity

of the misconduct rightly and legally passed the impugned punishment order. Therefore, he requested this tribunal to reject the reference. In support of his arguments that punishment impugned was justified under the facts and circumstances of the case, he cited the following 7 decisions :

1. 2004 LLR SC P 1105
2. AIR 1997 SC P 2661
3. AIR 2000 SC P 3028
4. 1999(2) LLJ Kar DB P 155
5. 1995(1) LLJ Kar DB P 1076
6. 2006 SCC (L&S) P 1590
7. 2001(91) FLR Bom. P. 526

10. After going through the records, more particularly, the enquiry findings, I do not find much substance in the arguments advanced for the first party. A perusal of the enquiry findings will disclose that the management in order to substantiate the charges of misconduct levelled against the first party examined as many as 100 witnesses and got marked various documents at Ex. MEX 1 to 25. Out of the 10 witnesses examined for the management, seven witnesses namely, MW 2 to 7 and MW9 are the private witnesses whose names have been found mention in the chargesheet. All the witnesses have confirmed their statements made before the Investigation Officer and as could be read from their statements in cross-examination nothing worth has been elicited from them to discard their statements made before the investigation officer. MW1 while confirming the statement at Ex. MEX 1 to 3 further deposed that Smt. Susheelamma in her letter has alleged that she was giving chit amount to the first party and he had cheated lot of people by taking the chit money to the extent of Rs. 30 to 40 lakhs and was absconding. Similarly, MW2 confirmed the contents of Ex. MEX 4 & 5 and revealed the gist of MEX 4. In his cross examination it was brought out that he had paid Rs. 25,000/- and Rs. 50,000/- to the first party from his account maintained at Jayanagar branch but he gave the amount to the first party to help him on humanitarian grounds. It was also elicited that he was collecting the blank documents signed by the first party from the financiers. However, he stated that he did not charge any interest to the amount he paid to the first party. The next witness MW3 again has identified his statement at Ex. MEX-6 and the letter at MEX 10 confirming the contents therein and he stated that the first party was conducting the chit business at his residence and he had participated in the bidding. He also stated that some of the entries in the chit card were made by others and some were made by the first party. In his cross-examination it was elicited that the chit business

between this witness and the first party was a personal one and he did not inform the bank before joining the chit fund business with the first party. MW4, while, identifying his statement at Ex. MEX 11 and confirming its contents further stated that he had remitted funds by way of DDs of Rs. 15,000 and Rs. 24,000 on 06-05-1998 and 15-12-1998, sending those DDs in the name of the first party. He sent 3rd DD on 16-01-1999 for Rs.38,500 in the name of Smt. Poornima, wife of the first party. MW 5 again has stated that he was introduced by one Shri Puttaraju to the family of the first party who were running the chit transactions and he became a member of chit. He stated that he gave cheques each of Rs. 2,500 leaving the payee's name blank as told by one lady. MW 6 stated that he was introduced to the first party by a common friend, one Mr. Murthy and he joined the chit for Rs. 1 lakh by making a monthly contribution of Rs. 2,500. He stated that when about five installments were due and when he paid Rs. 5000 he found that the first party was not traceable and he is to get back Rs. 50,000 from the first party. MW7 also confirmed the contents of the statement at Ex. MEX 14. In his cross-examination it was elicited that the first party had arranged credit facility of Rs. 40 lakhs to Shri Walter D'Souza. It was elicited that he did not give any complaint to the police. MW8 is the Investigation officer who has spoken to the various statements he recorded during the course of investigation. In his cross-examination it was elicited that the first party indulged in certain financial transactions like running of chit and his statement is based upon the enquiry he made with the staff of the Town Hall branch and other branches as well as with some outside people who had monetary transactions with the first party. He stated that after having taken into account the transactions were too many and for large sums and no source of income of the first party, he came to the conclusion that the first party indulged with financial transactions not only with the staff of the bank but also with the outsiders. The staff witness, MW9 also deposed to the effect that the first party had borrowed from him a sum of Rs. 80,000 in installments and that some more money is still due to him from the first party. In his cross-examination it was elicited that he had financed the first party because of his financial difficulties and the same has nothing to do with the so called chit business on the art of the first party.

11. Therefore, on going through the aforesaid statements of the various witnesses examined on the part of the management with reference to the documents referred to supra, it becomes crystal clear that the first party indulged in heavy financial transactions and was running the chit fund business. Having regard to the heavy financial transactions disclosed by the aforesaid witnesses and so also revealed from the very OD accounts of the first party maintained with the bank and also taking

into consideration the meager salary amount the first party was drawing as a sub staff, by no stretch of imagination it can be said that the first party did not deal with those transactions involving large sums, of money without running any business or trade much less engaging himself in a chit fund business. The fact that the first party was running the chit fund business has been very much admitted by the first party himself in his claim statement referred to supra. As noted above, at para 4 of the claim statement in no uncertain terms the first party came out with the case that after his mother, wife and daughter met with an accident on 7-05-1999 losing their lives, he (first party) was compelled to shoulder the financial burden and had entered into financial dealings and incurred debts to discharge the moral obligations of mother's business (not disputed that his mother was running chit fund business). Therefore, assuming for a moment that earlier to the said accident his mother only was running the above said chit fund business, now in the very words of the first party he took over the said business subsequent to the said accident indulging himself in heavy financial transactions under the guise of discharging his moral obligations. Therefore, when it is admitted by the first party himself, that he took over the business of his mother namely, the said chit fund business after the accident and when it is not disputed that he has not taken any permission from the management bank in involving himself in the said business, then it goes without saying that the above act of the first party was in violation and in contravention of the provisions of Chapter 11 Regulation 3(b) of the Canara Bank Service Code. The contention on behalf of the first party that the misconduct alleged against him was not proved by examining certain witnesses found mention in the charge sheet is not tenable for the simple reason that the management was not supposed to examine almost all the witnesses found mention in the charge sheet particularly, when they were not under the control of the management to oblige it. Moreover, it is not always necessary for the prosecution to examine all the witnesses cited during the course of trial of the enquiry. One has to see as to whether the charges of misconduct as such have been proved against the first party or the delinquent concerned in the light of the oral and documentary evidence already brought on record. If that evidence is sufficient and legal in the eye of law, then one need not bother about the non examination of other witnesses. The contention for the witness that the enquiry officer ought not to have acted upon the various statements made by the witnesses, not examined during the course of enquiry. Of course, there is a force in such a contention but in the instant case since the management was not in a position to procure the attendance of those witnesses to be examined during the course of enquiry. Therefore, was not prevented altogether in not relying upon the statement of the Investigation Officer who had before the enquiry officer testified to the effect that those were the statements recorded by him during the course of investigation. Moreover, even if for a moment we ignore the evidentiary value of those statements, we cannot ignore

the other oral and documentary evidence pressed into service by the management to which reference has already been made above. The principle laid down by our Hon'ble High Court in a decision reported in ILR 1998 KAR 3044 referred to supra and cited on behalf of the first party, in my humble opinion are not applicable to the instant case as the question involved in the said case was with regard to the appointment of CBI Officer as a Presenting Officer which question is not involved in the present case. The principles laid down in the aforesaid Mandanna's case are again not relevant to the facts of the case on hand. The opportunity to be given to the first party or any delinquent for that matter to cross-examine the management witnesses would be only in the case the management examined the witnesses by way of examination chief. When witnesses themselves were not examined, then, there was no question of giving any opportunity to the first party to cross-examine those witnesses. The principles laid down in the decision reported in AIR 1959 SC 1111, the decision again cited on behalf of the first party are not at all applicable to the facts of the present case. The point involved in the aforesaid decision was that rules of natural justice required that a party should have the opportunity of adducing all relevant evidence on which he relies and that evidence has to be taken in the presence of the opposite party and that party should be given opportunity of cross examining the witnesses examined by the other party. In the instant case as could be read from the proceedings of the enquiry and the enquiry report opportunity was very much given to the first party to cross examine the management witnesses and in fact, his DR not cross examine those management witnesses and it is also not in dispute that those management witnesses were examined in chief in the presence of the first party as well as his DR. Therefore, in the light of the discussion made above, by no stretch of imagination it can be said that the enquiry findings suffered from perversity. It was neither the case of 'no evidence' nor is a case of 'insufficient evidence' so as to suggest that findings suffered from any perversity. The findings in hand were very much based upon sufficient and legal, oral as well as documentary evidence supported by valid and cogent reasonings given by the enquiry officer.

12. Now, coming to the quantum of the punishment. As argued for the management, the misconduct committed by the first party that too, while, working as a sub staff earning a very meager salary was very grave in nature. The punishment of discharging him from service that too with superannuation benefits, by no standard it can be said to be a punishment not commensurate to the gravity of the misconduct committed by him. In the result, the reference fails and hence the following Award.

AWARD

The reference stands rejected. No costs.

A.R. SIDDIQUI, Presiding Officer

नई दिल्ली, 29 अप्रैल, 2008

AWARD

का. आ. 1157.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसार में, केन्द्रीय सरकार सिंडिकेट बैंक के प्रबंधन के संबद्ध निचोषकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, एर्नाकुलम के पंचाट (संदर्भ संख्या 308/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 25-4-2008 को प्राप्त हुआ था।

[सं. एल-12012/155/99-आई आर (बी-II)]

राजिन्दर कुमार, डेस्क अधिकारी

New Delhi, the 29th April, 2008

S.O. 1157.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 308/2006) of the Central Government Industrial Tribunal-cum-Labour Court, Ernakulam as shown in the Annexure, in the Industrial Dispute between the management of Syndicate Bank and their workman, which was received by the Central Government on 25-4-2008.

[No. L-12012/155/99-IR (B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT,
ERNAKULAM

PRESENT :

Shri P.L. Norbert, B.A., LL.B., Presiding Officer

(Friday the 29th day of February 2008/10th Phalgun
1929)

LD. No. 308/2006

(I.D. 67/1999 of Labour Court, Ernakulam)

Union : The Assistant Secretary,
Syndicate Bank Staff Association,
XL/6465, T.D. Road,
Kochi-682 035.

By Adv. K. Shri Hari Rao.

Management : The Deputy Central Manager,
Syndicate Bank, Zonal Office,
P.B. No. 2268, Sastha Kripa Office
Complex, Sasthamangalam,
Thiruvananthapuram-695 010.

By Adv. M.P. Ashok Kumar.

This case coming up for hearing on 28-2-2008, this Tribunal-cum-Labour Court on 29-2-2008 passed the following :

This is a reference made under Section 10(1)(d) of Industrial Dispute Act. The reference is :

"Whether the action of the management of Syndicate Bank in dismissing the service of the workman Sh. S. Madhava w.e.f. 9-10-98 is justified? If not, what relief the workman is entitled to?"

2. The facts in a nutshell are as follows : Shri S. Madhava joined the service of Syndicate Bank, Panoor Branch on 29-11-1976 as Attender. He worked in various branches of the bank and lately at Perla. On the ground of misappropriation cheque amounts he was suspended from service in 1997, thereafter reinstated and transferred to Divisional Office, Ernakulam. A domestic enquiry was conducted and he was found guilty of the charges and was dismissed from service. Workman filed appeal, but did not succeed. Hence he raised the Industrial Dispute and matter was referred to this court.

3. The matter was referred originally to State Labour Court, Ernakulam from where it was transferred to this court.

4. The contention of the union for the worker is that the workman was compelled to admit his guilt and re-imburse the amount said to have been misappropriated. He has an unblemished service of 23 years in the bank. He was never proceeded against for any misconduct on any previous occasion. Yet the bank has taken a very serious step of dismissing him from service. The punishment is disproportionate to the gravity of the misconduct. The bank had shown leniency in respect of similar other delinquents on previous occasions. However the worker alone was singled out and punishment harshly. The workman hails from a poor family and he is the sole winner of the family consisting of wife, children and parents. Hence he prays for reinstatement with back wages and other consequential benefits.

5. According to the management the worker has misappropriated cheque amounts of Rs. 6,500. The bank has lost confidence in him. Hence disciplinary action was taken. The workman voluntarily admitted his guilt and remitted the amount. In view of the seriousness of the misconduct affecting the interest of the bank adversely as well as reputation of the bank, the punishment of dismissal was imposed which is in no way excessive. The workman is not entitled for relief, benefit or leniency in the matter of punishment.

6. In the light of this contentions the only point for consideration :

Is the punishment excessive?

7. The evidence consists of oral testimony of MW1 and the enquiry file Ext.M1 on the side of management. No evidence was adduced on the side of workman.

8. Point No. 1 : The workman has not challenged the validity of the enquiry because in the very beginning of the enquiry itself he had admitted the guilt. Management had produced 16 documents before the Enquiry Officer. 15th document is a letter addressed by the worker to the Manager, Perla branch. By this letter the worker admitted having appropriated 2 cheque amounts of Rs. 5,000 and Rs. 1,500 respectively. He requested the Bank Manager to deduct Rs. 6,500 and interest from his S.B. account which had a balance of Rs. 8082 Ps. 56 on the date of his letter dated 30-7-1997. The proceedings reveal that the charge was read over to the workman and he admitted the guilt. Hence no witness on the management side was examined. This being the position, there is nothing to be re-apprised by this court. Therefore the only question that arises for consideration and the only submission made by the learned counsel for the union is regarding the proportionality of the punishment. In view of S.11-A of I.D. Act this court is competent to go into the question of punishment. According to the learned counsel for the union the workman has unblemished service record of 23 years. He belongs to a poor family and he is the sole bread winner of his family consisting of wife, children and parents. Similar delinquents were shown leniency by the bank. The misconduct alleged is a solitary instance on the part of the workman and the amount involved is only a small sum.

9. But the learned counsel appearing for the management strongly contended that the workman does not deserve any leniency in the matter of punishment. It is a case of misappropriation of money of customers. It affects the credibility and reputation of the bank. Considering the gravity of the misconduct the punishment of dismissal was imposed. The court is not expected to show any sympathy to the workman. The learned counsel relies on the decision of Hon'ble Supreme Court in U.P. State Road Transport Corporation V. Vinod Kumar (2008) 1 SCC 115. In paragraph 10 it is held :

"This Court in a number of judgments has held that the punishment of removal/dismissal is the appropriate punishment for an employee found guilty of misappropriation of funds, and the courts should be reluctant to reduce the punishment on misplaced sympathy for a workman. That, there is nothing wrong in the employer losing confidence or faith in such an employee and awarding punishment of dismissal. That, in such cases, there is no place for generosity or misplaced sympathy on the part of the judicial forums and interfering with the quantum of punishment. Without burdening the judgment with all the judgments of this Court on this point, we may only refer to a recent judgment in Divisional Controller, N.E.K.R.T.C. Vs. H. Amaresh wherein this Court, after taking

into account the earlier decisions, held in para 18 as under : (SCC P. 193)".

In U.P. State Road Transport Corporation V. Mohanlal Gupta (2000) 9 SCC 521 the court observes in para-8 :

"The employee has been found to be guilty of misappropriation and in such an event if the appellant Corporation loses its confidence vis-a-vis the employee it will be neither proper nor fair on the part of the Court to substitute the finding and confidence of the employer with that of its own by allowing reinstatement. The misconduct stands proved and in such a situation by reason of the gravity of the offence the Labour Court cannot exercise its discretion and alter the punishment".

In L.I.C. of India Ltd. V. R. Dhandapani 2006-1-L.L.J.329 it is held that unless the punishment is shockingly disproportionate to the gravity of the misconduct the Court shall not interfere with the decision of the Disciplinary Authority.

10. On the other hand the learned counsel for the union relying on decision of Hon'ble Supreme Court in Hussain V. Chief Justice of Allahabad High Court (1985) 1 SCC 120, submitted that the court is competent to reduce the punishment. This was a case in which a sweeper appointed by the High Court of Allahabad was suspended and thereafter dismissed for some misconduct. This was challenged. When the matter came up before the Hon'ble Supreme Court the court suggested to the management to show some leniency in the punishment. But the management was not amenable. The Hon'ble Supreme Court then converted the order of dismissal to compulsory retirement. However the decision does not lay down any principle of law. In peculiar circumstances of that case the Hon'ble Supreme Court took a lenient view by converting dismissal into compulsory retirement. The decision has no application to the facts of this case.

11. Unless the punishment shakes the conscience of the court and is disproportionate to the gravity of the misconduct the court is not expected to interfere with the punishment. Apart from that the workman had admitted his guilt unconditionally and remitted the amount misappropriated by him. It was for the disciplinary authority to exercise its discretion and decide the quantum of punishment. It was a gross misconduct for which gross punishment had to be imposed. The poor financial circumstance of the worker is no reason for this court to show leniency in punishment. Whether the offence is of the first instance or the amount involved is a small sum makes no difference as far as misappropriation is concerned. I find no justification in interfering with the punishment imposed by the Disciplinary Authority. Point is answered accordingly.

In the result, an award is passed finding that the action of the management in dismissing the workman Sri. S. Madhava from service is legal and justified and the workman is not entitled for any relief.

The award will come into force one month after its publication in the official gazette.

Dictated to the Personal Assistant, transcribed and typed by her, corrected and passed by me on this the 29th day of February, 2008.

P.L. NORBERT, Presiding Officer

Appendix

Witness for the Management

MW1 : 07-02-2005 : Sri C.S. Rao

Exhibits for the Management

M1 : — : Enquiry file in respect of Sri. S. Madhava

नई दिल्ली, 30 अप्रैल, 2008

का. आ. 1158.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मै. सी.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकारण (सं. 1), धनबाद के गंचाट (संदर्भ संख्या 101/91) को प्रकाशित करती है, जो केन्द्रीय सरकार को 30-4-2008 को प्राप्त हुआ था।

[सं. एल-20012/138/91-आई आर (सी-1)]

स्नेह लता जवास, डेस्क अधिकारी

New Delhi, the 30th April, 2008

S.O. 1158.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 101/91) of the Central Government Industrial Tribunal (No. I), Dhanbad now as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of M/s. C.C.L. and their workman, which was received by the Central Government on 30-4-2008.

[No. L-20012/138/91-JR (C-I)]

SNEH LATA JAWAS, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. I), DHANBAD

In the matter of a reference under Section 10(I)(d)(2A) of the Industrial Disputes Act, 1947

Reference No. 101 of 1991

PARTIES :

Employers in relation to the management of Sounda 'D' Colliery of M/s. C.C.L.

AND

Their Workman

PRESENT :

Shri Nagendra Kumar, Presiding Officer

APPEARANCES :

For the management : Sri D.K. Verma, Advocate

For the Workman : None

State : Jharkhand

Industry : Coal

Dated 31st March, 2008

AWARD

By order No. L-20012/138/91-JR (Coal-I) dated 23-10-1991 the Central Government in the Ministry of Labour has in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following dispute for adjudication to this Tribunal :

SCHEDULE

"Whether the action of the management of Sounda 'D' Colliery in not giving proper category to S/Sri Bigun Deo Yadav and Lala Ram who were working as Auto-Fitter category-IV is justified? If not to what relief are the workmen entitled and from what date?"

After having received the Order No. L-20012/138/1991-JR (Coal-I) dt. 23-10-1991 the aforesaid reference from the Govt. of India, Ministry of Labour, New Delhi for adjudication of the dispute a reference case No. 101 of 1991 was registered on 29-10-1991 and accordingly Sri Raghunandan Prasad, President I.N.M.E.W.A. CCL appeared and filed Written Statement on behalf of sponsoring Union.

From the perusal of the order sheet of the record it transpires that both the parties have filed their written statements and rejoinder in support of their claim. From the side of the management as well as workmen few Zerox copies of documents as also been filed and the case was placed to adduce evidence by the management.

On 15-2-95 Mr. R.S. Murthy, the then learned lawyer of the management submitted before the Tribunal that talk of settlement are going on, hence the case may placed for either settlement or failing which the evidence of the management. Thereafter on several date no one has appeared for the workman till date. On 26-2-2008, 11-3-2008 two notices sent by speed post to the sponsoring Union both but the notices returned back by postal remarks "There is no such union in Sounda, hence returned back

to sender". An another notice also sent to Sri D. Mukherjee Authorised Advocate of the sponsoring Union but he has also not turned up. In view of such circumstances seems that the workman does not intend to contest their case hence there is no alternative to keep this old nature of case of the year 1991 and as such No Dispute Award is passed.

In view of such it is ordered :

ORDER

That let a "No Dispute" Award be and the same is passed. Send the copies of the Award to the Govt. of India, Ministry of Labour and Employment, New Delhi for information and needful. Reference is accordingly disposed of.

NAGENDRA KUMAR, Presiding Officer

नई दिल्ली, 1 मई, 2008

का. अ. 1159.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसंधान में, केन्द्रीय सरकार ने. बी.सी.सी.एल. के प्रबंधकों के संघट्ट नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण (सं. II), धनबाद के पंचाट (संदर्भ संख्या 28/97) को प्रकाशित करती है, जो केन्द्रीय सरकार को 1-5-2008 को प्राप्त हुआ था।

[सं. एल-20012/505/95-आई आर (सी-1)]

स्नेह लता जावास, डेस्क अधिकारी

New Delhi, the 1st May, 2008

S.O. 1159.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 28/97) of the Central Government Industrial Tribunal (No. II), Dhanbad now as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of M/s. B.C.C.L. and their workman, which was received by the Central Government on 1-5-2008.

[No. L-20012/505/95-IR (C-I)]

SNEH LATA JAWAS, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD

PRESENT :

Shri Nagendra Kumar, Presiding Officer

In the matter of an Industrial Dispute under Section 10(1)(d) of the Industrial Disputes Act, 1947

Reference No. 28 of 1997

PARTIES :

Employers in relation to the management of Moonidih Project of M/s. B.C.C.L. and their workman

APPEARANCES :

On behalf of the Workman : Mr. D. Mukherjee,
Secretary, BCKU

and

Mr. K. Chakravorty,
Advocate.

On behalf of the employees : Mr. H. Nath, Advocate

State : Jharkhand

Industry : Coal

Dated, Dhanbad, the 17th April, 2008

AWARD

The Govt. of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1) (d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012/505/95-IR (C-I), dated the 24/25th February, 1997/4-3-97.

SCHEDULE

"Whether the action of the management of Moonidih Project of M/s. BCCL in dismissing from service of Shri Noor Mohammad is justified ? If not, to what relief is the concerned workman entitled ?"

2. Case of the concerned workman in short is that he was working as permanent workman since long with unblemished record of service. The management with a mala fide intention issued him a false and frivolous chargesheet-cum-suspension order dt. 24/26-10-90. This chargesheet has been issued by an unauthorised person making false allegation. The concerned workman was found eligible and an officer order was issued on 24/26-4-86 allotting quarter to the concerned workman. However, the management intentionally mentioned wrong token number of the workman. Quarter allotted to the concerned workman was neither complete nor handed over by the contractor to the management. Since the quarter was incomplete it was not handed over to the concerned workman. Repeated request were made to the management for taking appropriate step. Thereafter the management issued another office order dt. 4/5-5-1982 allotting him to another quarter. Thus a false and frivolous chargesheet for unauthorised occupation was issued by the management. Further irregular and invalid enquiry has been conducted in the back of the concerned workman. The concerned workman has been dismissed by an unauthorised person. The copy of the enquiry report was also not handed over to the concerned workman before his dismissal. The dispute was raised before the ALC(C)

which ultimately resulted in reference to this Tribunal for adjudication. Prayer has been made to answer the reference directing the management to reinstate the concerned workman with full back wages.

3. On behalf of the management in the W.S., it has been stated that the present reference is not maintainable. The concerned workman adopted the practice of forcefully occupying the vacant quarter as per his own choice disregarding the order of the management relating to the allotment of quarter which is a serious misconduct under clause 26-1-9 of the Certified Standing Order of the Company. He was issued a chargesheet on 24/26-10-90 calling for explanation for the said misconduct. Quarter No. MM-210 was previously allotted to one workman viz. Sahmaith Mia who superannuated from his service w.e.f. 9-7-90. After his superannuation he gave vacant possession of that quarter No. MM-210 which was allotted to Smt. Bina Singh by an office order dt. 13/16-10-90 on the recommendation of the House allotment committee. The concerned lady took possession of the quarter after receipt of the office order on 16-10-90 in presence of Shri B.K. Thiakur, Dhowra Supervisor who handed over the possession of that quarter to her. On the same day the concerned workman forcibly entered into the quarter by breaking lock from the back side. Smt. Bina Singh reported this matter to the Project Officer which was verified by his subordinate. Accordingly a chargesheet was issued after proper verification. A reply by the concerned workman was submitted which was not satisfactory and accordingly a departmental proceeding was initiated against him. In spite of receiving the notice the concerned workman did not participate in the domestic enquiry proceeding. On the basis of fair and proper enquiry and on the basis of relevant document the concerned workman was dismissed by the competent authority. The concerned workman was previously issued with a chargesheet dt. 13-7-83 for committing similar misconduct of unauthorisedly and forcefully occupying the quarter No. MM-243 which was allotted to him. He was also placed under suspension for committing the misconduct. He vacated the quarter No. MM-243 after receipt of the chargesheet-cum-suspension order which was thereafter withdrawn and he was allowed to resume his duty with warning that he will not commit such misconduct.

4. In the rejoinder portion the statement made in paras-1 to 3, 4, 5, 6, 8, 9, 10, 11, 13, 14, 15 and 16 of the W.S. of the concerned workman are said to be incorrect and denied. About the statement in rest paras it is said that the same are matter of record.

5. A rejoinder has also been filed on behalf of the concerned workman in which statement made in the W.S. of the management in paras-2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13 and 14 are said to be false frivolous, motivated and hence denied. The facts have been mentioned as to how

the concerned workman is entitled for the reliefs and the management has levelled false allegation against him.

6. POINTS TO BE DECIDED

"Whether the action of the management of Moonidih Project of M/s. BCCL in dismissing from service of Shri Noor Mohammad is justified? If not, to what relief is the concerned workman entitled?"

7. FINDING WITH REASONS

It may be mentioned here that the case was posted for hearing on the preliminary point regarding validity of the enquiry proceeding. It appears that during this occasion the management did not adduce any evidence and accordingly vide order dt. 21-6-2004 it has been found that the management has failed to establish the domestic enquiry held against the concerned workman fair, proper and in accordance with the principle of natural justice. Thereafter the case was fixed for hearing evidence on merit. During the course of evidence on merit one. Vitendra Kumar Sahu has been examined as a witness on behalf of the management. He has also proved Ext. M-1, the chargesheet issued against the concerned workman. Other witness on behalf of the management is R.D. Tripathy. Thus only document chargesheet has been brought on record against the concerned workman by the management. On behalf of the concerned workman Noor Mohammad Mian has himself examined as WW-1. No document has been brought on record on his behalf.

8. Ld. Lawyer for the concerned workman has vehemently argued that during the period in question the employer of the concerned workman i.e. management of Moonidih Colliery was under the management of N.C.D.C. Ltd. However, the charges have been framed by an incompetent officer and unauthorised officer in accordance with the provision of Certified S.O. for BCCL which is not applicable in the case of the concerned workman. It is submitted that due to this reason the entire enquiry proceeding is null and void and no punishment can be awarded to the concerned workman in this circumstances. He has referred to the evidence of MW-2 who has stated in cross-examination that Director, HQs. is the competent authority to appoint any person. In the year 1990 only G.M. was the competent authority to dismiss a workman. Certified S.O. was introduced by the management of BCCL in the year 1990. The management of Moonidih Colliery had their own Certified Standing Order which was in operation during the relevant time. That Standing Order used to regulate the service condition of the workman. In this context it will be relevant to mention the evidence of WW-1 also who has stated in examination-in-chief that in Moonidih Project the General manager is the competent authority to dismiss an employee. It has been submitted that in the instant case

charges have been framed by the project Officer, Moonidih Project and the order of dismissal has not been passed by the G.M. who was the competent authority in regard to the passing of order of dismissal. In this connection the decision reported in 1983 Lab I.C. 1909 (SC), IFLR Vol. 19, 1969 page 253, 1984 Lab I.C. 790 (SC) has been filed. However, it appears that the facts and circumstances of these cases are different and the same are not applicable in the present case.

9. Ld. Lawyer for the management has submitted that the Certified Standing Order of the BCCL is applicable with regard to the management of Moonidih Colliery where the concerned workman was working. He has submitted that this has come into force on 20-10-90 and in this connection he has produced Certified Standing Order of the BCCL and a letter to show that the Standing Order was incorporated by the appellate authority vide order dt. 12-10-90 and on 20-10-90 it came into force. He has submitted that Moonidih Colliery Project has been merged with BCCL and accordingly the enquiry proceeding was legally and validly conducted by the competent authority and the order of dismissal has also been passed by the competent authority i.e., by the Project Officer, Moonidih Project. He has submitted that the chargesheet has been prepared on 24/26-10-90 when the Certified Standing Order was in force in BCCL. Therefore in this circumstance the submission made in this regard by the Ld. Lawyer for the concerned workman is not tenable.

10. From the evidence of MW-2 it appears that the Moonidih Project was under the management of NCDC Ltd which has its own Certified Standing Order. The submission have been made on behalf of the management that Moonidih Project was merged with the management of BCCL. However, no document in this regard has been brought on record by the management to show that when Moonidih Project came under the management of BCCL.

11. While going through the W.S. of the concerned workman it appears that on the aforesaid point it is only mentioned that chargesheet has been issued by unauthorised person in para-3 of the W.S. In paras 9 and 10 it has been said about invalid and irregular enquiry and dismissal by an unauthorised person. No specific averment in the W.S. of the concerned workman has been made to show that at the relevant time when the chargesheet was issued Moonidih Project was not under the management of BCCL rather it was under the management of NCDC Ltd. Curiously enough in para-16 it has been stated that the dismissal of the concerned workman is too harsh and disproportionate to the alleged offence. Since no specific averment was made regarding different certified Standing order at the time of issuance of chargesheet it appears that management had no occasion to furnish W.S. containing facts on this point. Accordingly on this point the management did not lead

any evidence. Even the evidence of MW-2 in cross-examination does not show that Moonidih Project was not under the management of BCCL at the time when the chargesheet against the concerned workman was issued i.e. on 24-26-10-90.

12. In the above circumstances it appears difficult to hold that the Moonidih Project was not under the management of BCCL when the departmental proceeding was initiated though there appears that it may be a case when on the date of occurrence i.e. when the concerned workman is said to have committed misconduct i.e. on 16-10-90, the Moonidih Project was under the management of NCDC Ltd. To clarify the aforesaid point I could have called for the document from the concerned parties. However, this is a reference by the Labour Ministry, Govt. of India dt. 24/25-2-1997 where direction was given to dispose this case within three months and the matter has already been delayed for such a long time. In this situation such order is not being passed because it appears that this case can be disposed on the basis of materials available on record, even presuming the fact of non application of different Certified Standing Order i.e. of N.C.D.C. Management.

13. Relevant portion of the chargesheet Ext.M-1 reads as follows :

Dated 24/26-10-90

"To
Shri Noor Mohammad,
PRM, Token No. 6616
Moonidih Project.

It has been reported against you that after breaking the lock of Quarter No. MM-210, entered and forcibly occupied the same unauthorisedly although the same quarter was allotted to Smt. Bina Singh, an employee of Moonidih Hospital.

The acts as above alleged to have been committed by you constitute misconduct under clause 26.1.9 of the standing Orders of Bharat Coking Coal Limited which is as follows :

"26.1.9 :Unauthorised use or occupation of the Company's Quarters."

You are required to submit to the undersigned a written explanation within 48 hours of the receipt of this chargesheet showing cause as to why disciplinary action should not be taken against you for the above acts of misconduct.

Should you fail to submit your explanation within the stipulated period it will be presumed that you accept the charges framed against you and thereafter the case can be disposed of by the competent authority on its merit without further reference to you.

In view of the gravity of the charges you are placed under suspension with immediate effect. During the period of suspension you will mark your attendance at NTR section at 9.00 AM daily for the purpose of subsistence allowance.

Sd/- Illegible
Project Officer
Moonidih Project."

14. As per charge sheet there is allegation against the concerned workman regarding forcibly occupying Quarter No. MM-210 allotted to Smt. Bina Singh.

15. As already mentioned earlier the management has been asked to establish the charges against the concerned workman as it has been found that the domestic enquiry was not fair, proper and in accordance with the principle of natural justice. To substantiate the charge management has produced two witnesses and brought on record Ext. M-1 which is the chargesheet.

16. MW-1 has stated that he was attached to personnel department as Dhowra Supervisor in Moonidih Project since 1972. The concerned workman was piece rated worker at Moonidih Project. Qr. No. MM-210 was allotted in the name of Bina Singh on 16-10-90 by the management. She could not take possession of the said quarter as the concerned workman unauthorisedly occupied the same. As that act of the concerned workman amounted to misconduct management issued a charge sheet to the concerned workman which is marked Ext. M-1. The concerned workman is still in unauthorised occupation of this quarter. This witness has been examined in 2005 and the date of occurrence is of the year 1990. On the record there is no material to show that what steps were taken by the management even when the concerned workman was dismissed from the job for getting the quarter vacated. However, this aspect of the matter will further be dealt with in the later portion of the judgement.

17. From the evidence of this witness it appears that the quarter in question was allotted to Bina Singh. In his cross-examination he has stated that it is not a fact that the house allotment committee allots quarter. The house allotment committee only makes out a note and on the basis of that note the Project Officer allots quarter, to the workman. Management did not submit any paper to show that House allotment committee recommended the name of Smt. Bina Singh for allotment of quarter No. MM-210. He cannot say if the management submitted the allotment order of Smt. Bina Singh in respect of quarter No. MM-210 before this Tribunal. He cannot say if MM-210 quarter was allotted in the name of the concerned workman. He has further stated in cross-examination that no criminal case was lodged against the concerned workman during unauthorised occupation of the quarter allotted to Smt. Bina Singh.

18. From the evidence of this witness it is a case of unauthorised occupation of the quarter when it was allotted in the name of Smt. Bina Singh. But no any allotment order of quarter No. MM-210 in the name of Bina Singh has been produced in the Court. Even Bina Singh has not been examined to support the fact that the quarter in question was allotted in her favour. The evidence of MW-1 shown that quarter is allotted on the basis of recommendation of House allotment committee but no proceeding/note of the House allotment committee has been produced in the Court nor any member of the committee has been examined. From the evidence of MW-1 it does not appear that he is an eye witness to the occurrence of the unauthorised occupation by the concerned workman.

19. As far as the evidence of MW-2 is concerned he has stated that in the year 1983 a quarter was allotted in the name of the concerned workman in Moonidih. Smt. Bina Singh was also an employee of the management and posted in Moonidih. Quarter No. MM 210 was allotted to Smt. Bina Singh. The concerned workman breaking the lock of that quarter entered into the said quarter and entered there. As a result, for committing such misconduct a charge sheet was issued to him by the management. During cross-examination he has submitted that he does not have any knowledge if any allotment letter in favour of Smt. Bina Singh was submitted in connection with this case by the management or not. Every quarter is allotted by the House Allotment Committee. He has knowledge that House allotment committee recommended allotment of quarter No. MM-210 in favour of Smt. Bina Singh. But he has no knowledge if the management submitted any such paper before this Tribunal. No FIR was lodged against the concerned workman at local P.S. for removing the lock of that quarter and his intrusion therein unauthorisedly.

20. This witness MW-2 has also said about the allotment of quarter in the name of Bina Singh. He has also said about the fact of recommendation of the House Allotment Committee in favour of Smt. Bina Singh. From the evidence of the witness it appears that the concerned workman had removed the lock of the quarter in question and unauthorisedly occupied the same but from the evidence of this witness as well the evidence of MW-1 it appears that no any criminal case was instituted against the concerned workman. No specific evidence has been brought on record by the management as to how and in what manner and in whose presence the quarter was forcibly occupied by the concerned workman and lock was broken. However, Ld. Lawyer for the management has vehemently argued that the evidence of the concerned workman himself shows that he had occupied the quarter and in view of such admission no further proof is required.

21. From the evidence of WW-1 concerned workman it appears that he had received letter of allotment

of quarter in the year 1986. He started to search the quarter but the contractor told that the quarter in question is under construction. The management told later quarter will be provided. He has stated that the House Allotment Committee never allotted MM-210 to Smt. Bina Singh. The Officer of the management told him to occupy the quarter No. 210 but when the management had given the charge sheet he left the quarter. The charge of the management entering the quarter after breaking the lock is wrong. During cross-examination he has stated that it is not a fact that the concerned quarter No. 210 was allotted to Smt. Bina Singh and that he had never entered into the quarter after breaking the lock. It is not a fact that the management had not asked to occupy the quarter No. 210. It is not correct to say that he did not occupy the quarter intentionally which was allotted to him.

22. From the submission made on behalf of the management it appears that the concerned workman was allotted a different quarter but he forcibly occupied the quarter allotted in favour of Smt. Bina Singh. From the evidence of the concerned workman it appears that he had occupied the quarter in question. However, at the same time he denies the fact regarding breaking the lock of the quarter and entering therein forcibly. His evidence also shows that he was allotted the quarter in question and the same was incomplete and he left the quarter the moment the charge sheet was submitted. On the basis of the aforesaid discussion the following facts have been noticed.

- (1) The quarter in question is said to be allotted to Smt. Bina Singh as per case of the management but no any allotment order in favour of Bina Singh or even the recommendation of the House Allotment Committee has been brought on record.
- (2) As per evidence of MW-1 the concerned workman is in unauthorised occupation of the quarter in question at the time of giving his deposition i.e. in the year 2005 whereas the concerned workman appears to have been dismissed long earlier when the charge sheet was issued in the year 1990. There is nothing on record to show that the management took any further step to get the quarter vacated from the concerned workman. On the other hand as per evidence of the concerned workman he had vacated the quarter immediately on receipt of the charge sheet.

23. No witness or material has been brought on record to establish the fact that in whose specific presence the concerned workman forcibly occupied the quarter in question. The evidence on record suggests that for breaking of lock and forcibly occupation of the quarter no any police case was instituted. As far as documentary evidence is concerned only document on record is the charge sheet Et. M-1.

24. Though in the proceeding under the I.D. Act strict principle/provision of evidence Act is not followed but still the facts and materials should be referred to draw a conclusion to establish the charge and there should be no possibility of two stories. In the charge sheet the first line is mentioned "It has been reported against you" but the person who reported the matter has not been examined and no reason has been explained. On the point of allotment of quarter the concerned workman claims regarding being asked by the management to occupy the quarter. In this situation allotment order or atleast recommendation order of the House Allotment Committee should have been produced. Merely on the basis of the contents of charge sheet and oral evidence of the MWs it cannot be understood that the quarter in question was allotted in favour of Smt. Bina Singh. In the event the concerned workman is controverting this fact.

25. In the above circumstances it appears that the management has not been able to establish the charges levelled against the concerned workman.

26. There is yet another point in this case. The charge sheet Ext. M-1 show that the concerned workman was asked to submit written explanation within 48 hours from the receipt of the charge sheet.

27. In this case the concerned workman has been dismissed from the service. Clause 29 of the Certified Standing Order of the BCCCL provides penalties for misconduct. Clause 29.1 (ii)(c) shows that dismissal or discharge from service is a major penalty. Clause 27 of the Certified Standing Order reads as follows :

27.0 Procedure for Dealing with The cases of Misconduct.

27.1 Minor Penalty : Where a workman is charged with a misconduct which may lead to imposition of a minor penalty, he shall be informed in writing of the allegations made against him and shall be given an opportunity to explain his conduct within 48 hours. His explanation, if any, shall be considered before imposing a minor penalty by the Disciplinary Authority. Provided, however, that where a workman denies the charges alleged against him, no punishment shall be imposed upon unless a domestic enquiry has been conducted.

27.2 Major Penalty : Where a workman is charged with a misconduct which may lead to the imposition of a major penalty, he shall be informed in writing of the allegations against him and shall be given an opportunity to explain his conduct within a period of 7 days. On receipt of a workman's explanation if it is decided to proceed further, an enquiry shall be held. Such enquiry will be conducted by an officer other than the Officer who has either reported the alleged misconduct or issued the charge sheet. At

the enquiry, the employee concerned shall be afforded reasonable opportunity of explaining and defending his conduct with the assistance of the fellow workman or office bearer of the Trade Union of which he is a member if so requested by him. Where such enquiry relates to the alleged misconduct of several workman, the enquiry may be held for all the workmen together."

28. From the plain reading of the aforesaid clause it appears that for dismissal which is a major penalty the concerned workman ought to be given 7 days time for submitting his explanation. But in the instant case 48 hours time for submission of explanation has been given to the concerned workman which is meant for minor penalty. On this ground also the order of dismissal passed by the BCCL Management will not stand.

29. On behalf of the concerned workman decisions reported in LLJ Vol. 2 1936 SC page 439, AIR 1940 page 673 1991 LLJ Vol. I page 29 SC, LLJ Vol. I 1993 page 648, AIR 1961 SC 1198, 2006 LLR 586 have been filed. From perusal of these decision it appears that the facts and circumstances of this particular case is different than the facts and circumstances of the cases mentioned above. Hence the same are not being discussed in details.

30. For the reasons stated above the action of the management in dismissing the concerned workman is not justified. The concerned workman has stated that after dismissal he is sitting idle and he was not engaged anywhere. His demand is that his dismissal is wrong and he may be reinstated with full back wages.

31. From the submissions made by both the parties it appears that the concerned workman was dismissed during the year 1991. There is no other evidence to show that he was sitting idle and was not engaged somewhere. However, considering the facts and circumstances of the case it will meet ends of justice if he is allowed reinstatement in his original job with 50% back wages from the date of his dismissal to the date of his reinstatement. Accordingly the following Award is rendered :

"The action of the management of Moonidih Project of M/s. BCCL in dismissing from service of Shri Noor Mohammad is not justified. Consequently, the concerned workman is entitled reinstatement to his original job with 50% back wages and other consequential benefits from the date of dismissal to the date of his reinstatement."

The management is directed to implement the Award within three months from the date of its publication in the Gazette of India in the light of the observation made above.

NAGENDRA KUMAR, Presiding Officer

नई दिल्ली, 1 मई, 2008

का. आ. 1160.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मै. सी.सी.एल. के प्रबंधन के संबंध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/ग्राम न्यायालय (सं. II), धनबाद के पंचाट (संदर्भ संख्या 71/99) को प्रकाशित करती है, जो केन्द्रीय सरकार को 1-5-2008 को प्राप्त हुआ था।

[सं. एल-20012/120/98-आई आर (सी-1)]

स्नेह लता जवास, डेस्क अधिकारी

New Delhi, the 1st May, 2008

S.O. 1160.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 71/99) of the Central Government Industrial Tribunal/Labour Court (No. II), Dhanbad, now as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of M/s. CCL and their workman, which was received by the Central Government on 1-5-2008.

[No. L-20012/120/98-IR (C-I)]

SNEH LATA JAWAS, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2 AT DHANBAD

PRESENT :

Shri Nagendra Kumar, Presiding Officer

In the matter of an Industrial Dispute under Section 10(1)(d) of the I. D. Act, 1947

Reference No. 71 of 1999

Parties : Employers in relation to the management of Gidi Washery of M/s. C.C.L. and their workman

APPEARANCES :

On behalf of the workman : Mr. K. Chakravorty, Advocate
On behalf of the employers : Mr. D. K. Verma, Advocate.

State : Jharkhand Industry : Coal

Dated : Dhanbad, the 16th April, 2008

AWARD

The Govt. of India, Ministry of Labour in exercise of the powers conferred on them under Section 10(1)(d) of the I. D. Act, 1947 has referred the following dispute,

to this Tribunal for adjudication vide their Order No. L-20012/120/98-IR (C-I), dated, the 27th January, 1999.

SCHEDULE

"Whether the action of the management of Gidi Washery C. C. Ltd., in not giving notional seniority and Notional fixation to S/Sri Kameshwar Tewary and Bijoy Kr. Prasad, Foreman Incharge w.e.f. 5-7-80 and 18-2-82 respectively is justified? If not, what relief the workmen are entitled to?"

2. The case of the concerned workmen in short is that the concerned workman Kameshwar Tiwari was originally appointed against permanent vacancy as permanent workman on 4-7-95 (4-7-75 is the correct date). After successful training he was appointed as Foreman Trainee w.e.f. 4-7-77 and placed in Technical and Supervisory Grade-B. One Bijay Kumar Prasad was originally appointed on 18-2-77 against permanent vacancy as permanent workman. After completion of his training he was placed in Technical Grade-B w.e.f. 18-2-79. The concerned workman Kameshwar Tewary was promoted to the post of Foreman Incharge in Technical Grade-A vide office order dt. 21-4-92. He was given notional seniority w.e.f. 31-3-89 and Bijoy Kumar Prasad was promoted to the post of Foreman Incharge in Grade-A by office order dt. 5-4-93 and he was given notional seniority w.e.f. 5-12-92. The management was biased against the concerned workmen and with an ulterior motive to victimise the concerned workmen issued an office order by which 72 Foreman Incharge were given notional seniority vide order dt. 21/23-12-1996 and their wages were also fixed though they were junior to the concerned workmen. Thus the management discriminated and victimised the concerned workmen in the matter of giving notional seniority and fixation of notional pay in the post of Foreman Incharge. The concerned workmen and the union represented before the management to place the concerned workmen as Foreman Incharge Grade-A w.e.f. the date of giving notional seniority and Pay fixation to their juniors with all arrears of wages and consequential benefits but without any effect. The union of the concerned workmen raised industrial dispute before the ALC(C) Hazaribagh which ultimately resulted reference to this Tribunal. Prayer has been made to pass Award in their favour i.e. giving notional seniority and notional fixation of pay scales w.e.f. the date mentioned in the order of reference and consequential benefits.

3. The management in the W. S. has mentioned that the present reference is not legally maintainable. Promotions are effected according to the cadre scheme on the basis of recommendation made by the D. P. C. after evaluating the markings according to the merit-cum-seniority from technical and supervisory Grade-B to Technical and Supervisory Grade-A. The concerned

workman Kameshwar Tewary was appointed on 4-2-75 and after two years training he was appointed as Foreman in Grade-B. Bijoy Kumar Prasad was appointed on 18-2-77 and after completion of two years training he was given Grade-B as Foreman. Further details have been given as to how Kameshwar Tewary and Bijoy Kumar Prasad was promoted from Grade-B and A. Sri Kameshwar Tewary, concerned workman has acted as Foreman Incharge w.e.f. 31-3-89 prior to his promotion w.e.f. 21-4-92 and therefore, he was given notional seniority w.e.f. 31-3-89. Similarly Sri Bijoy Kumar Prasad, another concerned workman was acting as Foreman Incharge w.e.f. 5-12-92 before his promotion to Grade-A by order dt. 5-4-93. Therefore, he was granted notional seniority w.e.f. 5-12-92. Further details have been given as to how the Foreman of other units have been promoted to Grade-A based on the requirement of different areas and units. The present dispute has been raised under confusion and after delay. The management have submitted that the concerned workmen did not raise any objection in the year 1992 or 1993 after their promotion and fixation of notional seniority and raising the present dispute in the year 1998 after promotion order of December, 1996 is without any merit.

4. In the rejoinder portion it has been stated that the statement made in paras 1, 2, 3 of the W.S. are matters of record. The statement made in other paras of the W.S. of the concerned workmen has been stated to be incorrect.

5. The concerned workmen have also filed a rejoinder to the W.S. filed by the management. Further details in this rejoinder has been as to how their claim is correct and the statement made in the W.S. of the management is not correct.

6. POINTS TO BE DECIDED

"Whether the action of the management of Gidi Washery, C. C. Ltd. in not giving notional seniority and notional Fixation of S/Shri Kameshwar Tewary and Bijay Kumar Prasad, Foreman Incharge w.e.f. 5-7-1980 and 18-2-1982 respectively is justified? If not, what relief the workmen are entitled to?"

7. FINDING WITH REASONS

In this case one of the concerned workman has examined himself as WW-1 in part. His cross-examination was deferred at his prayer. But he subsequently did not turn up for further examination and cross-examination. Accordingly his evidence was expunged vide order dated 18-4-2006. Thereafter inspite of repeated opportunities the concerned workmen did not appear either for examination or produce other witness or to bring any material/documents on the record.

8. The onus lies upon the concerned workmen to establish their case. But in the instant case there is no

evidence/materials documents to support the claim of the concerned workmen. Thus they are not entitled for the reliefs as prayed for. Accordingly the following Award is rendered :

"The action of the management of Gidi Washery of M/s. CC Ltd. in not giving notional seniority and notional fixation to S/Shri Kameshwar Tewary and Bijoy Kumar Prasad, Foreman Incharge w.e.f. 5-7-1980 and 18-2-1982 respectively is justified. Consequently by concerned workmen are not entitled to get any relief."

NAGENDRA KUMAR, Presiding Officer

नई दिल्ली, 1 मई, 2008

का. अ. 1161.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसार में, केन्द्रीय सरकार ने. बी.सी.सी.एल. के प्रबंधन के संबद्ध नियोक्तों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय (सं. II), धनबाद के पंचद (संदर्भ संख्या 177/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 1-5-2008 को प्राप्त हुआ था।

[सं. एल-20012/72/2001-आई आर (सी-1)]

स्नेह लता जवास, डेस्क अधिकारी

New Delhi, the 1st May, 2008

S.O. 1161.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 177/2001) of the Central Government Industrial Tribunal/Labour Court (No. II), Dhanbad, now as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of M/s. BCCL and their workman, which was received by the Central Government on 1-5-2008.

[No. L-20012/72/2001-IR (C-1)]

SNEH LATA JAWAS, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2 AT DHANBAD

PRESENT :

Shri Nagendra Kumar, Presiding Officer

In the matter of an Industrial Dispute under Section 10(1)(d) of the I. D. Act, 1947

Reference No. 177 of 2001

Parties : Employers in relation to the management of M/s. B.C.C.L.'s Kustore Area and their workman

APPEARANCES :

On behalf of the workman : None

On behalf of the employers : Mr. R. N. Ganguly, Advocate

State : Jharkhand

Industry : Coal

Dated, Dhanbad, the 15th April, 2008

AWARD

The Govt. of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No L-20012/72/2001(C-1) dated the 22nd May, 2001 :

SCHEDULE

"Whether the action of the management of BCCL, Kustore Area in withdrawing the service benefits given to Shri Surender Prasad Sinha vide Office Order dated 30-12-1996 after four years (vide order dated 9-7-2000) is legal, justified and proper ? If not, to what relief is the workman entitled ?"

2. The case of the concerned workman in short is that he is a permanent employee of Kustore Area under the management of M/s. BCCL and posted as Foreman (E&T). In the year 1985 he was appointed as Mechanic (Telecommunication) in Cat. IV and placed in Grade-D vide letter dated 13/15-12-1996. He was promoted as Foreman in (E&T) in Tech. Grade-B in the year 1996. He was placed in Technical and Supervisory Grade-B on the strength of Advance Diploma in Mining Instrumentation and Telecommunication. The said promotion in Technical and Supervisory Grade-B was allowed to the concerned workman on the basis of circular issued by Coal India Ltd., on the basis of the fact that he had obtained diploma in Mining Instrumentation and Telecommunication. As per circular of CIL all diploma holders will be awarded Technical Grade-B since the date of joining and will be placed in Technical Grade-A. Accordingly just after completion of three years in Technical Grade-B which the concerned workman has completed. Inspite of this fact and in stead of awarding the concerned workman in Technical Grade-A since 1-7-1991 H.Q. NCC department has not considered his seniority from 1-7-1988 and have been superseded by R.A.P. and S.J. Katardi and both are junior to him. He represented the matter before the higher authority. The management did not consider his prayer and accordingly he raised industrial dispute before the ALC(C) Dhanbad which ultimately resulted reference to this Tribunal for adjudication. The concerned workman has prayed to pass necessary Award in view of the aforesaid facts.

3. The case of the management in short is that the concerned workman was promoted to the post of Foreman (E&T) in Technical and Supervisory Grade-B by an office order dated 4-12-1995. The Personnel Manager of Bhalgora Area erroneously granted notional seniority to the concerned workman in Technical and Supervisory Grade-B w.e.f. 1-7-1988 vide office order dated 30-12-1996 and also granted Service Linked upgradation benefit as prescribed under NCWA and was placed in Technical and Supervisory Grade-A vide office order dated 21-7-1988. After grant of notional Seniority and service linked upgradation the employers started receiving grievances from other employees working in different areas demanding similar benefit. The matter was examined in detail and it was found that the Personnel Manager had erroneously granted notional Seniority to the concerned workman on the basis of circular of CIL, which was not applicable to the concerned workman. Accordingly a notice under Section 9A of the I.D. Act, 1947 was issued and things were corrected. Besides this extra amount received by the concerned workman granted wrongly from 1-7-1988 was not to be recovered as the fault lied with the Personnel Manager. The concerned workman has no legal right to enjoy the benefit due to the mistake.

4. In the rejoinder portion the statement made in the W.S. of the concerned workman in paras 1 to 5 it is said to be matter of record. About statement made in paras 6 to 10, 12 to 14 and 16 have been denied.

5. On behalf of the concerned workman a rejoinder has also been filed. Further details have mentioned as to how the concerned workman is entitled for the relief. He has also made some clarification regarding the facts stated by the management.

6. POINTS TO BE DECIDED

"Whether the action of the management of BCCL, Kastore Area, in withdrawing the service benefits given to Shri Surender Prasad Sinha vide office order dated 30-12-1996 after four years (vide order dated 9-7-2000) is legal, justified and proper? If not, to what relief is the workman entitled?"

7. FINDING WITH REASONS

In spite of giving several opportunities the concerned workman has not produced any witness or document in support of his claim to establish the facts stated in his W.S. The Onus lies on the concerned workman to establish his case which he has not done. Since the concerned workman has failed to establish his case before this Tribunal he is not entitled to get any relief. In the result, the following Award is rendered :

"The action of the management of BCCL, Kastore Area, in withdrawing the service benefits given to Shri Surender Prasad Sinha vide office order date 30-12-1996 after four years (vide order dated

9-7-2000) is legal, justified and proper. Consequently, the concerned workman is not entitled to get any relief."

NAGENDRA KUMAR, Presiding Officer

नई दिल्ली, 2 मई, 2008

क्र. आ. 1162.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार कोचीन पोर्ट ट्रस्ट के प्रबंधन के संबद्ध नियोक्ताओं और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/ग्राम न्यायालय, एर्नाकुलम के पंचाट (संदर्भ संख्या 27/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 30-4-2008 को प्राप्त हुआ था।

[सं. एल-35011/4/2003-आई आर (बी-II)]

राजिन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 2nd May, 2008

S.O. 1162.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 27/2006) of the Central Government Industrial Tribunal/Labour Court, Ernakulam as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Cochin Port Trust and their workmen, which was received by the Central Government on 30-4-2008.

[No. L-35011/4/2003-IR (B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, ERNAKULAM

PRESENT :

Shri P. L. Norbert, B.A., LL.B, Presiding Officer

(Friday the 25th day of January 2008/5th Pausa 1929)

L. D. No. 27/2006

(ID 47/2003 of Labour Court, Ernakulam)

Union : The General Secretary,
Cochin Port Employees Sangh,
Old Central School Building,
Kochi-682009
By Adv. Sri. S. Manu

Management : 1. The Chairman,
Cochin Port Trust,
W/Island, Kochi-682003,
By Adv. M/s Menon and Pai

Addl. Managements impleaded as per order in
I. A. 38/2006

2. D. K. Chandran, Lascar,
Harbour Masters Division, DC's
Department, Cochin Port Trust
3. D. G. Biju, Lascar, Harbour Masters
Division, DC's Department,
Cochin Port Trust
4. K. Pradeepkumar, Lascar,
Harbour Masters Division, DC's
Department, Cochin Port Trust
5. Abdul Razac, Lascar,
Harbour Masters Division, DC's
Department, Cochin Port Trust
6. K. D. Jacob, Lascar,
Harbour Masters Division, DC's
Department, Cochin Port Trust
7. A. Gopalakrishnan, Lascar,
Harbour Masters Division, DC's
Department, Cochin Port Trust
8. D. John, Lascar,
Harbour Masters Division, DC's
Department, Cochin Port Trust
9. C.J. Nepolean, Lascar,
Harbour Masters Division,
DC's Department,
Cochin Port Trust

Addl. Respondents 2 to 9 Ex parte.

This case coming up for final hearing on 22-1-2008,
this Tribunal-cum-Labour Court on 25-1-2008 passed the
following :

AWARD

This is a reference made under Section 10(1)(d) of
I. D. Act. The reference is :

"Whether the seniority of Lascars of Harbour
Master's Division of Cochin Port Trust maintained
by the management of Cochin Port Trust is correct
and proper ? If not, what should be the correct
seniority list for the Lascars of Harbour Master
Division of Cochin Port Trust ?"

2. The facts of the case in brief are as follows :—

In Marine Department of Cochin Port Trust there
are 3 divisions :

- (1) Dredging Superintendent's Division,
- (2) Harbour Master's Division and (3) Dock
Master's Division. The case on hand relates to
1 and 2 Divisions. Separate seniority lists are
maintained in each division. Due to sinking

of dredger 'Mattancherry', 11 employees (of
whom 8 were lascars) of Dredging Division
became surplus and they had to be
accommodated elsewhere. They were
transferred and absorbed in Harbour Master's
Division with a stipulation that they will be
juniors to the employees of Harbour Master's
Division. A seniority list was drawn in 1994
accordingly in Harbour Master's Division.
Meanwhile the transferred workers made a
representation to the management to reconsider
the decision of the management regarding
seniority and place them according to the
seniority they enjoyed in Dredging Division
in respective cadres. In 1996, the management
published a seniority list in Harbour Master's
Division placing the 8 transferred lascars of
Dredging Division above the 6 lascars of
Harbour Master's Division. The lascars of
Harbour Master's Division raised objection
and made representation to Management.
Though seniority list had to be published every
2 years, until 2002 no other seniority list was
published. The claimant union raised dispute
and matter was conciliated before Assistant
Labour Commissioner (Central). However no
consensus could be reached. Hence Assistant
Labour Commissioner (Central) submitted a
failure report to Government in 2003. Hence
the reference.

3. According to the union the seniority list of 1996
and 2002 are irregular and prepared in flagrant violation
of the decision of management to place the transferred
lascars below the lascars of Harbour Master's Division
in the seniority list. Hence the seniority list has to be
corrected.

4. According to the management the reference itself
is not maintainable as the dispute was settled between
management and Modality union. The dispute is belated
and stale. If seniority list which was in force for a long
time if disturbed, will lead to drastic consequences.

5. In the light of the above contentions the following
points arise for consideration :

1. Is the reference bad due to long delay ?
2. Is the settlement between management and
Modality Union (CPSA) binding on all workers
and other unions ?
3. Whether seniority list of lascars is to be
refixed ?
4. Reliefs ?

The evidence consists of the oral testimony of WW1
and Exts. W1 to W-10 on the side of the union and MW1
and Exts. M1 to M5 on the side of the management.

6. Point No. 1 : Ext. W2 is the seniority list of Harbour Master's Division dated 31-7-1994. The union has no objection regarding Ext. W2 list. Ext. W7 is the seniority list of 1-11-96 wherein change was made placing lascars of Harbour Master's Division below transferred lascars. In 2002 another seniority list was published maintaining the same status as in Ext. W7. This was challenged by 6 lascars of Harbour Master's Division. According to the management for long 6 years there was no objection and dispute. The position is accepted by the workers generally. The dispute raised after such a long time would disturb the settled position and is belated and stale.

7. The legal position regarding delay in raising the dispute is clarified in the following decisions of Hon'ble Supreme Court. In *Shalimar Works Ltd. V. Their workmen* AIR 1959 Supreme Court 1217 it is observed in para 13 : "It is true that there is no limitation prescribed for reference of disputes to an Industrial Tribunal; even so it is only reasonable that disputes should be referred as soon as possible after they have arisen and after conciliation proceedings have failed"

8. In *Ajaib Singh V. Sirhind Co-operative Marketing-cum-Processing Service Society Ltd.*, (1999) 6 SCC 82 it is observed in Para 10 of the judgment that "neither any limitation has been provided nor any guidelines to determine as to what shall be the period of limitation in such cases". However it is further observed that "reasonable time in the cases of labour for demand of reference or dispute by approximate government to labour tribunals will be five years after which the government can refuse to make a reference on the ground of delay and latches if there is no explanation to the delay".

9. In *Nedungadi Bank Ltd. V. K. P. Madhavankutty* (2000) 2 Supreme Court Cases 455 it is held in para 6 that though law does not prescribe any time-limit for reference of a dispute, the power u/s. 10 is to be exercised reasonably and in a rational manner. A dispute which is stale cannot be the subject matter of reference u/s. 10 of the Act. Whether a dispute is stale or not would depend on the facts and circumstances of each case.

10. In *Assistant Executive Engineer V. Sivalinga* 2002-1-LLJ 457 it is held that though the Limitation Act as such is not applicable to the proceedings under I. D. Act the long delay may sometimes create difficulty for the employer to adequately meet the claim of the worker due to non-maintenance of records after a certain period. A situation of that nature would render the claim stale (para-6).

11. In *Mahabir V. State of Haryana*, 2005-II-LLJ 391 it is held that though there is no period of limitation

applicable in proceedings under I. D. Act it does not mean that a dispute can be raised at any time and without there being any regard to the delay and reasons therefore (para-15).

12. Thus the observations of Hon'ble Supreme Court in brief is that no period of limitation is applicable to proceedings under I. D. Act. However it does not mean that dispute can be raised at any time. It should be raised and referred within a reasonable time. Whether a dispute is stale or not would depend on the facts and circumstances of each case.

13. However, the learned counsel for the union canvassed for the position that delay as such would not affect unless some right has accrued to the opposite party by the delay.

14. In *Ramchandra Shankar Drodhar V. State of Maharashtra* (1974) 1 Supreme Court Cases 317 it is observed in para 10 : "In the first place, it must be remembered that the rule which says that the court may not enquire into belated and stale claims is not a rule of law, but a rule of practice based on sound and proper exercise of discretion and there is no inviolable rule that whenever there is delay, this court must necessarily refuse to entertain the petition. Each case must depend on its own facts". It is further observed that if no rights have accrued in favour of others by reason of the delay, no reference can be refused.

15. In *T. Aruna V. Secretary, A. P. Public Service Commission*, (2001) 9 Supreme Court Cases 54 (para-11) it is held that no seniority list of junior assistants and typists of A. P. Public Service Commission was published for a long time until 1996 and the workers got the opportunity to challenge it only then and the workers cannot be blamed for the delay.

16. In the other decision relied on by the learned counsel for the union, no principles are laid down, but held on facts that there is no delay. They are :

- (1) *S. N. Karkhanis V. Union of India* (1974) 4 SCC 360.
- (2) *Joginder Nath V. Union of India* (1975) SCC (L&S) 2.
- (3) *Arun Kumar Chatterjee V. S. E. Railway* (1985) 2 SCC 452.
- (4) *V. Bhasker Rao V. State of A.P.* (1993) 3 SCC 307.
- (5) *S. Subramanian V. Joint Register of Co-operative Society* 2007 (1) L.L.N. 410.

So far as the case on hand is concerned the seniority list placing members of union (lascars) below the transferred lascars was published on 01-11-1996 (Ext. W7). Three lascars made representations in July 1996 not

to disturb the seniority list of 1994. They are Exts. W4 to W6. By Ext. W8 the Harbour Master made a request to Deputy Conservator on 04-12-1996 to correct the list and set right the anomaly in Ext. W7 list. In 1995 itself by Ext. W3 the Dy. Conservator had ordered not to make any change in 1994 list. In the light of the suggestion of Harbour Master (Ext. W8) the lascars of Harbour Master's Division were waiting for a favourable decision in the next seniority list. However though a seniority list is to be published once in two years, until 2002 no other list was published. Hence the union could challenge the list only in 2002. To the representation of workers (Exts. W4 to 6) no reply was given by management. At the same time Harbour Master in his Ext. W8 letter admitted anomaly in the list and sought correction. The workers or the union cannot be blamed for the delay, if any after 1996. The management does not offer any explanation for not publishing a list either 1998 or 2000 as usual. The workers were certain that the management would not correct the anomaly, only in 2002. The union in the rejoinder, para-4 has stated that the workers adversely affected, had been raising their grievances before the Port Authorities by submitting representations. Therefore the dispute could be raised only after publication of 2002 seniority list. The reference was made in 2003. Hence there is no delay. Moreover after Ext. W7 list was published, none of the affected parties were given any promotion. Thus delay if any has not affected any of the employees nor caused prejudice to the management. Hence I find that there is no delay on the part of the union in raising the dispute.

17. Point No. 2 : In 1993 11 persons of Dredging Division were transferred and absorbed in Harbour Master's Division on condition that they will be juniors to the employees in Harbour Master's Division in respective categories. This is admitted. It is evident from Exts. M2, 3 and 4 which are orders of Port Authorities absorbing the employees of Dredging Division in Harbour Master's Division. This decision was taken in consultation with modality union (Ext. M2). Thereafter Ext. W2 seniority list was published placing transferred lascars below lascars of Harbour Master's Division. Sl. Nos. 74 to 79 are lascars of Harbour Master's Division and Sl. Nos. 80 to 87 are transferred lascars. Meanwhile the transferred employees made representation to management to consider their seniority in Dredging Division and re-fix seniority accordingly. But Deputy Conservator by Ext. W3 order rejected their request saying that they were transferred and absorbed on condition that they will be juniors to the employees of Harbour Master's Division. However the transferred employees exerted pressure on the modality union and got the seniority list re-fixed in 1996 (Ext. W7). As a result 6 lascars of Harbour Master's Division became juniors to 8 transferred lascars from Dredging Division. Sl. Nos. 118 to 125 are transferred lascars and Sl. Nos. 126 to 131 are lascars of Harbour Master's Division. Ext. W7 list was published on

1-11-1996. On 4-12-96 Harbour Master wrote to Deputy Conservator stating that there is anomaly in the seniority list and it has to be corrected by placing 6 lascars of Harbour Master's Division above 8 lascars of Dredging Division. Nothing was heard for long six years. In 2002 again seniority list was published keeping the same seniority as in Ext. W7. By that time the present union was formed and it questioned the correctness of the list and dispute was raised before Assistant Labour Commissioner. The Management issued S.9-A notice proposing to change seniority list. Then the transferred lascars, through modality union (CPSA), raised a dispute and issued a notice of strike against change of 1997 or 2002 seniority list. There was conciliation by Assistant Labour Commissioner (Central). The Modality union was against the change. They stood by it saying that the overall seniority of lascars irrespective of the Divisions they belonged should be the criterion for seniority list. Buckled under pressure of majority and recognized union, management agreed with the modality union (CPSA) and a settlement was arrived at on 04-04-2003 before Assistant Labour Commissioner and Ext. M5 is the memorandum of settlement.

The terms of settlement are :

- "(1) It is agreed that the management will withdraw the S-9-A notice with immediate effect.
- (2) No change in the existing seniority list of Deck crew of Harbour Master's Division will be made without discussion with the modality union."

On the same day the conciliation with the claimant union (Cochin Port Employees Sangh) failed and a failure report was submitted to Government.

18. It is submitted by the learned counsel for the management that the settlement with modality union (Ext. M5 dated 4-4-2003) is binding on claimant union and all workers of Harbour Master's Division and the reference itself is not maintainable. The learned counsel relied on the decision of Hon'ble Supreme Court in Barauni Refinery Pragatisheel Shramik Parishad V. Indian Oil Corporation Ltd., (1991) 1 Supreme Court Cases 4. In para 8 of the judgment (pages 11 and 12) it is observed that settlements arrived at outside the conciliation proceedings under Section 18(1) of I.D. Act binds only parties to the agreement, while agreement reached in the course of conciliation proceedings u/s 18(3) of the Act binds all parties to the dispute as well as all persons employed in the establishment and those who joined the establishment thereafter. A settlement arrived at in the course of conciliation proceedings with a recognized majority union will be binding on all workmen of the establishment, even those who belong to the minority union which opposes the settlement. The object

is to uphold the sanctity of settlements in the presence of conciliation officer and to discourage individual employee or a minority union from scuttling the settlement.

19. In Ramnagar Cane and Sugar Co. Ltd. V. Jatin Chakravorty, (1961) 1 L.L.J. 244 Hon'ble Supreme Court has held that a settlement arrived u/s 18(3) of the Act will bind the workmen of other unions as well as all other workmen who are employed on the date of the dispute and who may be subsequently employed in the establishment.

20. But the learned counsel for the union submitted on the strength of the decision in Monthly-Rated workmen of Pierce Leslie & Company V. Labour Commissioner, 1967-1-LLJ 789 that without the concurrence of all unions a settlement even u/s 18(3) cannot bind all workmen. It is true that Hon'ble High Court has observed so. But the Hon'ble Supreme Court has observed otherwise.

21. The next 3 decisions referred by the learned counsel for the union deal with a different situation. In Spencer & Co. V. Industrial Tribunal, W.B. 1978 LAB I.C. 57 it was agreed that in spite of the settlement the parties were free to seek reference to Industrial Tribunal u/s 10 of the Act. In Singareni Collieries Co. Ltd., V. Industrial Tribunal, (C) Hyderabad 1988 LAB I.C. 1271 and Indian Airlines V. A.C.C. Association and Ors., 1994-II-LLJ 587 it is observed that the parties can raise a dispute not covered by the settlement.

22. In the light of the legal position clarified by Hon'ble Supreme Court in Barauni Refinery Pragatisheel Shramik Parishad V. Indian Oil Corporation Ltd., (1991) 1 Supreme Court Cases 4, though there is anomaly in seniority list the settlement arrived at between management and modality union (CPSA) binds all including the claimant union (CPES). To purchase peace and avoid strike and unrest in the establishment management preferred to agree with the modality union. Since the settlement being one u/s 18(3) of the Act it binds all in the establishment and none question it. Found accordingly.

23. Point No. 3 : In view of the above finding it follows that the seniority list of 2002 cannot be disturbed or re-fixed.

24. Point No. 4 : (See award portion).

In the result an award is passed finding that the seniority list of lascars of Harbour Master's Division of CPT maintained by the Management is correct and proper and the union is not entitled for any relief. No cost.

The award will take effect one month after its publication in official gazette.

(Typed, corrected and passed by me on this the 25th day of January, 2008).

P. L. NORBERT, Presiding Officer

Appendix

Witness for Union

WW1 — 17-07-2007 Sri M. Krishna Kumar.

Witness for Management

MW1 — 15-10-2007 Sri Jayanthan.

Exhibits for the Union

- | | | |
|-----|------------|------------------------------------------------------------------------------------------------------------------------------|
| W1 | — 02-09-94 | Photostat copy of Order No. C1/ conformation/Deck Crew/ 94-HM of the Cochin Port Trust. |
| W2 | — 31-07-94 | Photostat copy of relevant page of seniority list. |
| W3 | — 28-03-95 | Photostat copy of order No. B1/ Posting and Transfers/93-D of the Dy. Conservator, Cochin Port Trust. |
| W4 | — 23-07-96 | Photostat copy of representation submitted by Sri P. Somarajan. |
| W5 | — 23-07-96 | Photostat copy of representation submitted by Sri C. Unnikrishnan. |
| W6 | — 23-07-96 | Photostat copy of representation submitted by Sri Karthikeyan. |
| W7 | — 01-11-96 | Photostat copy of page 4 of the seniority list. |
| W8 | — 04-12-96 | Photostat copy of letter No. C1/ Seniority/Deck-side/HM-96 sent by Harbour Master to the Dy. Conservator, Cochin Port Trust. |
| W9 | — 13-03-03 | Photostat copy of reply sent by Cochin Port Trust to the Assistant Labour Commissioner (C) Ernakulam. |
| W10 | — 22-10-91 | Photostat copy of letter No. A5/ Posting of Topaz/91/HM sent by Harbour Master to the Dy. Conservator, Cochin Port Trust. |

Exhibits for the Management

- | | | |
|----|------------|----------------------------------------------------------------------------------------------------------------------------|
| M1 | — 07-01-93 | Photostat copy of minutes of the meeting held by the Dy. Chairman with the Modality Unions. |
| M2 | — 11-03-93 | Photostat copy of order No. E1/ Absorption/93-D of the Cochin Port Trust. |
| M3 | — 10-09-93 | Photostat copy of letter No. A2/940/93 sent by the Secretary, Cochin Port Trust to the Dy. Conservator, Cochin Port Trust. |
| M4 | — 15-09-93 | Photostat copy of Order No. B1/ posting and transfers/93-D regarding transfer of Lascars of Harbour Masters Division. |

M5 — 04-04-03 Photostat copy of memorandum of settlement between the management and union before the Assistant Labour Commissioner (C) Ernakulam.

नई दिल्ली, 5 मई, 2008

का. आ. 1163.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एल आई सी ऑफ इंडिया, सतना के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ संख्या सीजीआईटी/एलसी/आर/28/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 5-5-2008 को प्राप्त हुआ था।

[सं. एल-17012/7/2006-आई आर (एम)]

कमल बाखरु, डेस्क अधिकारी

New Delhi, the 5th May, 2008

S.O. 1163.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. CGIT/LC/R/28/2006) of the Central Government Industrial Tribunal/Labour Court, Jabalpur now as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of LIC of India, Satana and their workmen, which was received by the Central Government on 5-5-2008.

[No. L-17012/7/2006-IR(M)]

KAMAL BAKHRU, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

NO. CGIT/LC/R/28/2006

PRESENT :

Shri C.M. Singh, Presiding Officer

Sh. Mahesh Sen,
S/o. Late Sh. Haridin Sen,
Kamta Tola,
Satana (MP)

... Workman

Versus

L.I.C. of India,
Sr. Mandal Manager,
L.I.C. of India,
Mandal Office,
Krishna Complex, Krishna Nagar,
Satana (MP)

... Management

AWARD

Passed on this 1st day of April 08

1. The Government of India, Ministry of Labour vide its Notification No. L-17012/7/2006-IR(M) dated

20-07-2006 has referred the following dispute for adjudication by this tribunal :—

"Whether the action of the management of Sr. Divisional Manager, LIC of India, Divisional Office, Satana, MP in not regularising the services and terminating Sh. Mahesh Sen S/o. Late Sh. Harideen Sen, Daily rated workman, after working from December, 2004 to 30-09-2005 legal? If not, to what relief the concerned workman is entitled?"

2. Vide order dated 10-12-2007 passed on the order sheet of this reference proceeding, the reference proceeded Ex-Party against workman Sh. Mahesh Sen. No Statement of Claim has been filed on behalf of workman.

3. Order dated 31-03-2008 passed on the order sheet of the reference proceedings reveals that the management did not file Written Statement and prayed for deciding the reference.

4. It is a no evidence case. Therefore, the reference deserves to be answered in favour of the Management and against the Workman without any orders as to costs. The reference is, therefore, answered in favour of Management and against the Workman without any orders as to costs, holding that the action of the Management of Sr. Divisional Manager, LIC of India, Divisional Office, Satana (MP) in not regularising the services and terminating Sh. Mahesh Sen. S/o. Late Sh. Harideen Sen, Daily Rated Workman, after working for Dec. 4 to 30-9-2005 is legal. Consequently workman is not entitled to any relief.

5. Let the copies of the award be sent to the Government of India, Ministry of Labour & Employment as per rules.

C.M. SINGH, Presiding Officer

नई दिल्ली, 5 मई, 2008

का. आ. 1164.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार श्री यशु तिरथानी, ऑनर ऑफ माईन्स, पाकुर के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय सं. II, धनबाद के पंचाट (संदर्भ संख्या 62/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 5-5-2008 को प्राप्त हुआ था।

[सं. एल-29011/52/2006-आई आर (एम)]

कमल बाखरु, डेस्क अधिकारी

New Delhi, the 5th May, 2008

S.O. 1164.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 62/2006) of the Central Government Industrial

Tribunal/Labour Court No. II Dhanbad now as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Sh. Pappu Tirthani, Owner of Mines, Pakur and their workmen, which was received by the Central Government on 5-5-2008.

[No. L-29011/52/2006-IR(M)]
KAMAL BAKHRU, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO II AT DHANBAD PRESENT :

Shri Nagendra Kumar, Presiding Officer

In the matter of an Industrial Dispute under
Section 10(1)(d) of the I.D. Act, 1947

Reference No. 62 of 2006

Parties Employers in relation to the management of Sh. Pappu Tirthani, Owner of Mines, at Sindhipara and their workmen

Appearances :

On behalf of : None
workmen

On behalf of the : None
employers

State : Jharkhand

Industry : Stone Mine

Dated, Dhanbad, the 16th April, 2008

AWARD

The Government of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-29011/52/2006 IR(M) dated, the 3rd October, 2006 :

SCHEDULE

"Whether the action of the management of Shri Pappu Tirthani, Owner of Mines, at Sindhipara, P.O. & Distt. Pakur in terminating the services of S/Sh. (1) Farid Seikh, Miner (2) Rafiqul Alam, Driver (3) Ansuwe Rahman, Driver (4) Kalizul Seikh Driver (5) Azfarul Seikh, Khalasi (6) Mansarul Seikh Khalasi (7) Salim Seikh, Khalasi without complying Section 25-F of the I.D. Act is legal and justified? If not, to what relief the above workmen are entitled?"

2. In this case none appeared either for the management or for the workman inspite of issuance of repeated notices/show cause notices by Regd. Post. The attitude of the parties if is taken into consideration will

expose clearly that they are not interested to proceed with the hearing of this case. Under such circumstances, this Tribunal finds no ground to adjourn the case *suo moto* for years together. Hence, a 'No dispute' Award is passed in this case presuming non-existence of any industrial dispute between the parties.

NAGENDRA KUMAR, Presiding Officer

नई दिल्ली, 5 मई, 2008

का. अ. 1165.—कर्मचारी राज्य बोमा अधिनियम, 1948 (1948 का 34) की धारा-1 की उप-धारा (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा 01 जून, 2008 को उस तारीख के रूप में नियत करती है, जिसको उक्त अधिनियम के अध्याय-4 (44 व 45 धारा के सिवाय जो पहले से प्रवृत्त हो चुकी है) अध्याय-5 और 6 [धारा-76 की उप धारा (1) और धारा-77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है] के उपबन्ध पंजाब के निम्नलिखित क्षेत्रों में प्रवृत्त होंगे, अर्थात् :—

क्रम सं.	राजस्व ग्राम का नाम	हदबस्त संख्या	तहसील	जिला
1.	हरकिशनपुरा	47	संगरूर	संगरूर
2.	भिंदरा	33	संगरूर	संगरूर

[सं. एस-38013/18/08-एस. एस.(1)]

एस. डी. जेवियर, अवर सचिव

New Delhi, the 5th May, 2008

S.O. 1165.—In exercise of the powers conferred by sub-section (3) of Section 1 of the Employees' State Insurance Act, 1948 (34 of 1948) the Central Government hereby appoints the 1st June, 2008 as the date on which the provisions of Chapter IV (except Sections 44 and 45 which have already been brought into force) and Chapter V and VI [except sub-section (i) of Section 76 and Sections 77, 78, 79 and 81 which have already been brought into force] of the said Act shall come into force in the following areas in the State of Punjab namely :—

Sl. No.	Name of the Revenue village	Had Bast No.	Tehsil	District
1.	Harkishanpura	47	Sangrur	Sangrur
2.	Bhindran	33	Sangrur	Sangrur

[No. S-38013/18/2008-SS(1)]

S.D. XAVIER, Under Secy.

नई दिल्ली, 5 मई, 2008

का. अ. 1166.—कर्मचारी राज्य बोमा अधिनियम, 1948 (1948 का 34) की धारा-1 की उप-धारा (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा 01 जून, 2008 को उस तारीख के रूप में नियत करती है, जिसको उक्त अधिनियम के अध्याय-

4 (44 व 45 धारा के सिवाय जो पहले से प्रवृत्त हो चुकी है) अध्याय-5 और 6 [धारा-76 की उप धारा (1) और धारा-77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है] के उपबन्ध पंजाब के निम्नलिखित क्षेत्रों में प्रवृत्त होंगे, अर्थात्,

क्रम राज्य ग्राम का नाम सं.	हदबस्त संख्या	तहसील	जिला
1. रोहता	187	नाभा	पटियाला
2. बीर बौरां	203	नाभा	पटियाला
3. बौरां खुर्द	201	नाभा	पटियाला
4. मेन	34	पटियाला	पटियाला
5. खुसरोपुर	165	पटियाला	पटियाला
6. भानरी	169	पटियाला	पटियाला
7. रौनी	16	पटियाला	पटियाला

[सं. एस-38013/19/08-एस. एस.-1]

एस. डी. जेवियर, अपर सचिव

New Delhi, the 5th May, 2008

S.O. 1166.—In exercise of the powers conferred by sub-section (3) of Section 1 of the Employees' State Insurance Act, 1948 (34 of 1948) the Central Government hereby appoints the 1st June, 2008 as the date on which the provisions of Chapter IV (except Sections 44 and 45 which have already been brought into force) and Chapter V and VI [except sub-section (1) of Section 76 and Sections 77, 78, 79 and 81 which have already been brought into force] of the said Act shall come into force in the following areas in the State of Punjab namely :—

Sl. No.	Name of the Revenue village	Had Bast No.	Tehsil	District
1.	Rohta	187	Nabha	Patiala
2.	Beer Baurhan	203	Nabha	Patiala
3.	Bourhan Khurd	201	Nabha	Patiala
4.	Main	34	Patiala	Patiala
5.	Khushropur	165	Patiala	Patiala
6.	Bhanari	169	Patiala	Patiala
7.	Rauni	16	Patiala	Patiala

[No. S-38013/19/2008-SS.1]

S.D. XAVIER, Under Secy.

नई दिल्ली, 5 मई, 2008

का. आ. 1167.—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा-1 की उप-धारा (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा 01 जून, 2008 को उस तारीख के रूप में नियत करती है, जिसको उक्त अधिनियम के अध्याय-

4 (44 व 45 धारा के सिवाय जो पहले से प्रवृत्त हो चुकी है) अध्याय-5 और 6 [धारा-76 की उप धारा (1) और धारा-77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है] के उपबन्ध पंजाब के निम्नलिखित क्षेत्रों में प्रवृत्त होंगे, अर्थात्,

क्रम राज्य ग्राम का नाम सं.	हदबस्त संख्या	तहसील	जिला
1. खजुरला	82	जालंधर	जालंधर
2. कोटकलां	227	जालंधर	जालंधर
3. डाडा	216	जालंधर	जालंधर
4. सिंगलसोल	314	जालंधर	जालंधर
5. मण्ड	401	जालंधर	जालंधर
6. फाजिलपुर	319	जालंधर	जालंधर
7. हजारा	217	जालंधर	जालंधर
8. खुरला किरा	299 व 307	जालंधर	जालंधर
9. नाहल	280	जालंधर	जालंधर
10. कुथुलपुर	405	जालंधर	जालंधर
11. कल्याणपुर	270	जालंधर	जालंधर
12. बुलन्दपुर	162	जालंधर	जालंधर

[सं. एस-38013/20/08-एस. एस.-1]

एस.डी. जेवियर, अपर सचिव

New Delhi, the 5th May, 2008

S.O. 1167.—In exercise of the powers conferred by sub-section (3) of Section 1 of the Employees' State Insurance Act, 1948 (34 of 1948) the Central Government hereby appoints the 1st June, 2008 as the date on which the provisions of Chapter IV (except Sections 44 and 45 which have already been brought into force) and Chapter V and VI [except sub-section (1) of Section 76 and Sections 77, 78, 79 and 81 which have already been brought into force] of the said Act shall come into force in the following areas in the State of Punjab namely :—

Sl. No.	Name of the Revenue village	Had Bast No.	Tehsil	District
1.	Khajurla	82	Jalandhar	Jalandhar
2.	Kotkulan	227	Jalandhar	Jalandhar
3.	Dadda	216	Jalandhar	Jalandhar
4.	Singal Soul	314	Jalandhar	Jalandhar
5.	Mand	401	Jalandhar	Jalandhar
6.	Fazilpur	319	Jalandhar	Jalandhar
7.	Hazara	217	Jalandhar	Jalandhar
8.	Khurlikingra	299-307	Jalandhar	Jalandhar
9.	Nahal	280	Jalandhar	Jalandhar
10.	Kuthulpur	405	Jalandhar	Jalandhar
11.	Kalyanpur	270	Jalandhar	Jalandhar
12.	Bulandpur	162	Jalandhar	Jalandhar

[No. S-38013/20/2008-SS.-1]

S.D. XAVIER, Under Secy.

नई दिल्ली, 9 मई, 2008

का. अ. 1168.—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा-1 की उप-धारा (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा 01 जून, 2008 को उस तारीख के रूप में नियत करती है, जिसको उक्त अधिनियम के अध्याय-4 (44 व 45 धारा के सिवाय जो पहले से प्रवृत्त हो चुकी है) अध्याय-5 और 6 [धारा-76 की उप धारा (1) और धारा-77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है] के उपबन्ध हरियाणा के निम्नलिखित क्षेत्रों में प्रवृत्त होंगे, अर्थात्,

क्रम राजस्व ग्राम सं.	हदबस्त संख्या	जिला
1. भोंडसी	168	गुड़गांव

[सं. एस-38013/21/08-एस. एस.-I]

एस.डी. जेवियर, अवर सचिव

New Delhi, the 9th May, 2008

S.O. 1168.—In exercise of the powers conferred by sub-section (3) of Section 1 of the Employees' State Insurance Act, 1948 (34 of 1948) the Central Government hereby appoints the 1st June, 2008 as the date on which the provisions of Chapter IV (except Sections 44 and 45 which have already been brought into force) and Chapter V and VI [except sub-section (1) of Section 76 and Sections 77, 78, 79 and 81 which have already been brought into force] of the said Act shall come into force in the following areas in the State of Haryana namely :—

Sl. No.	Name of the Revenue village	Had Bast No.	District
1.	Bhondsi	168	Gurgaon

[No. S-38013/21/2008-SS.-I]

S.D. XAVIER, Under Secy.

नई दिल्ली, 9 मई, 2008

का. आ. 1169.—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा-1 की उप-धारा (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा 01 जून, 2008 को उस तारीख के रूप में नियत करती है, जिसको उक्त अधिनियम के अध्याय-4 (44 व 45 धारा के सिवाय जो पहले से प्रवृत्त हो चुकी है) अध्याय-5 और 6 [धारा-76 की उप धारा (1) और धारा-77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है] के उपबन्ध राजस्थान के निम्नलिखित क्षेत्रों में प्रवृत्त होंगे, अर्थात्,

‘जिला अजमेर, तहसील अजमेर के राजस्व ग्रामों दांवा, बुहानी के अन्तर्गत आने वाले क्षेत्र।’

एवं

‘जिला अजमेर, तहसील किशनगढ़ के राजस्व ग्रामों सिलोरा, धानी पुरोहितान एवं उदयपुर खुर्द के अन्तर्गत आने वाले क्षेत्र।’

[सं. एस-38013/22/08-एस. एस.-I]

एस.डी. जेवियर, अवर सचिव

New Delhi, the 9th May, 2008

S.O. 1169.—In exercise of the powers conferred by sub-section (3) of Section 1 of the Employees' State Insurance Act, 1948 (34 of 1948) the Central Government hereby appoints the 1st June, 2008 as the date on which the provisions of Chapter IV (except Sections 44 and 45 which have already been brought into force) and Chapter V and VI [except Sub-Section (1) of Section 76 and Section 77, 78, 79 and 81 which have already been brought into force] of the said Act shall come into force in the following areas in the State of Rajasthan namely :—

“The areas comprising the revenue villages of Danta, Buhani in Tehsil Ajmer, District Ajmer.”

AND

“The areas comprising the revenue villages of Silora, Dhani Purohitana, Udaipur-Khurd in Tehsil Kishangarh, District Ajmer.”

[No. S-38013/22/2008-S.S. I]

S.D. XAVIER, Under Secy.

नई दिल्ली, 9 मई, 2008

का. आ. 1170.—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा-1 की उप-धारा (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा 01 जून, 2008 को उस तारीख के रूप में नियत करती है, जिसको उक्त अधिनियम के अध्याय-4 (44 व 45 धारा के सिवाय जो पहले से प्रवृत्त हो चुकी है) अध्याय-5 और 6 [धारा-76 की उप धारा (1) और धारा-77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है] के उपबन्ध मध्य प्रदेश के निम्नलिखित क्षेत्रों में प्रवृत्त होंगे, अर्थात्,

“रीवा नगर निगम में शामिल क्षेत्र एवं राजस्व ग्राम चोरहटा, गढ़वा एवं नीबस्ता, तहसील-हजूर, जिला-रीवा के अन्तर्गत आने वाले क्षेत्र।”

[सं. एस-38013/23/08-एस. एस.-I]

एस.डी. जेवियर, अवर सचिव

New Delhi, the 9th May, 2008

S.O. 1170.—In exercise of the powers conferred by sub-section (3) of Section 1 of the Employees' State Insurance Act, 1948 (34 of 1948) the Central Government hereby appoints the 1st June, 2008 as the date on which the provisions of Chapter IV (except Sections 44 and 45 which have already been brought into force) and Chapters V and VI [except Sub-Section (1) of Section 76 and Sections 77, 78, 79 and 81 which have already been brought into force] of the said Act shall come into force in the following areas in the State of Madhya Pradesh namely :—

“The areas comprised within the Municipal Limits of Rewa and within the Revenue Villages of

**Chorhata, Garhwa and Naubasta in Tehsil-Hajoor,
District-Rewa**

[No. S-38013/23/2008-SS.I]
S.D. XAVIER, Under Secy.

नई दिल्ली, 14 मई, 2008

का. आ. 1171.—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा-1 की उप-धारा (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा 01 जून, 2008 को उस तारीख के रूप में नियत करती है, जिसको उक्त अधिनियम के अध्याय-4 (44 व 45 धारा के सिवाय जो पहले से प्रवृत्त हो चुकी है) अध्याय-5 और 6 [धारा-76 की उप धारा (1) और धारा-77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है] के उपबन्ध पंजाब राज्य के निम्नलिखित क्षेत्रों में प्रवृत्त होंगे, अर्थात् :—

क्रम सं.	राजस्व ग्राम का नाम	हदबस्त संख्या	तहसील	जिला
1.	बुर्षीपुरा	24	मोगा	मोगा
2.	महना	30	मोगा	मोगा
3.	धलेके	21	मोगा	मोगा

[सं. एस-38013/24/08-एस. एस.-1]

एस. डी. जेवियर, अवर सचिव

New Delhi, the 14th May, 2008

S.O. 1171.—In exercise of the powers conferred by sub-section (3) of Section 1 of the Employees' State Insurance Act, 1948 (34 of 1948) the Central Government hereby appoints the 1st June, 2008 as the date on which the provisions of Chapter IV (except Sections 44 and 45 which have already been brought into force) and Chapter-V and VI [except Sub-section (1) of Section 76 and Sections 77, 78, 79 and 81 which have already been brought into force] of the said Act shall come into force in the following areas in the State of Punjab namely :—

Sl. No.	Name of the Revenue village	Had Bast No.	Tehsil	District
1.	Burhipura	24	Moga	Moga
2.	Mehna	30	Moga	Moga
3.	Dhaleke	21	Moga	Moga

[No. S-38013/24/2008-SS.I]

S.D. XAVIER, Under Secy.

नई दिल्ली, 14 मई, 2008

का. आ. 1172.—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा-1 की उप-धारा (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा 01 जून, 2008 को उस तारीख के रूप में नियत करती है, जिसको उक्त अधिनियम के अध्याय-4 (44 व 45 धारा के सिवाय जो पहले से प्रवृत्त हो चुकी है) अध्याय-5 और 6 [धारा-76 की उप धारा (1) और धारा-77, 78,

79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है] के उपबन्ध आन्ध्र प्रदेश राज्य के निम्नलिखित क्षेत्रों में प्रवृत्त होंगे, अर्थात् :—

“आन्ध्र प्रदेश में रंगारेड्डी जिले के मेड्चल मण्डल में स्थित रायलकोल, किस्तापुर एवं पुडूर तथा शामोरपेट मण्डल में स्थित देवरयांजाल राजस्व गांव के सीमा के अंतर्गत आने वाले सभी क्षेत्र।”

[सं. एस-38013/25/08-एस. एस.-1]

एस. डी. जेवियर, अवर सचिव

New Delhi, the 14th May, 2008

S.O. 1172.—In exercise of the powers conferred by sub-section (3) of Section 1 of the Employees' State Insurance Act, 1948 (34 of 1948) the Central Government hereby appoints the 1st June, 2008 as the date on which the provisions of Chapter IV (except Sections 44 and 45 which have already been brought into force) and Chapter-V and VI [except Sub-section (1) of Section 76 and Sections 77, 78, 79 and 81 which have already been brought into force] of the said Act shall come into force in the following areas in the State of Andhra Pradesh namely :—

“All the areas falling within the limits of revenue villages of Ravalkole, Kistapur and Pudur in Medchal Mandal and Devaryanzal of Shamocrpet Mandal in Ranga Reddy District of Andhra Pradesh State.”

[No. S-38013/25/2008-S.S. I]

S.D. XAVIER, Under Secy.

नई दिल्ली, 14 मई, 2008

का. आ. 1173.—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा-1 की उप-धारा (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा 1 जून, 2008 को उस तारीख के रूप में नियम करती है, जिसको उक्त अधिनियम के अध्याय-4 (44 व 45 धारा के सिवाय जो पहले से प्रवृत्त हो चुकी है) अध्याय-5 और 6 [धारा-76 की उप-धारा (1) और धारा-77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है] के उपबन्ध उड़ीसा के निम्नलिखित क्षेत्रों में प्रवृत्त होंगे, अर्थात्,

“जाजपुर जिला के सुकिन्दा तहसील में बालाडिया, सारंगपुर, गोडीगोव, नुआगाँ, गोलागाँ, खुरैदि, मानगोविन्दपुर, गाडपुर, मंगलपुर, जखपुरा, रावणा, कचेरीगाँ, दशमाणिया के राजस्व गाँव।”

[संख्या एस-38013/26/08-एस.एस.-1]

एस. डी. जेवियर, अवर सचिव

New Delhi, the 14th May, 2008

S.O. 1173.—In exercise of the powers conferred by sub-section (3) of Section 1 of the Employees' State

Insurance Act, 1948 (34 of 1948) the Central Government hereby appoints the 1st June, 2008 as the date on which the provisions of Chapter IV (except Sections 44 and 45 which have already been brought into force) and Chapter-V and VI [except Sub-section (1) of Section 76 and Sections 77, 78, 79 and 81 which have already been brought into force] of the said Act shall come into force in the following areas in the State of Orissa namely :—

Revenue villages of Baragadia, Sarangpur, Godigotha, Nuagan, Golagaon, Khurunti, Managobindpur, Gadapur, Mangalpur, Jakhapura, Kacherigaon, Dasamanja in the Tehsil Sukinda in the District of Jajpur.”

[No. S-38013/26/2008-S.S.I.]
S. D. XAVIER, Under Secy.

नई दिल्ली, 14 मई, 2008

क्र. आ. 1174.—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा-1 की उप-धारा (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा 1 जून, 2008 को उस तारीख के रूप में नियम करती है, जिसको उक्त अधिनियम के अध्याय-4 (44 व 45 धारा के सिवाय जो पहले से प्रवृत्त हो चुकी हैं) अध्याय-5 और 6 [धारा-76 की उप-धारा (1) और धारा-77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी हैं] के उपबन्ध पंजाब राज्य के निम्नलिखित क्षेत्रों में प्रवृत्त होंगे, अर्थात्,

क्रमांक	राजस्व ग्राम का नाम	हदबस्त संख्या	तहसील	जिला
1.	समसापुर	149	जालन्धर	जालन्धर

[संख्या एस-38013/27/08-एस.एस.-1]

एस. डी. जेक्सियर, अवर सचिव

New Delhi, the 14th May, 2008

S.O. 1174.—In exercise of the powers conferred by sub-section (3) of Section 1 of the Employees' State Insurance Act, 1948 (34 of 1948) the Central Government hereby appoints the 1st June, 2008 as the date on which the provisions of Chapter IV (except Sections 44 and 45 which have already been brought into force) and Chapter-V and VI [except Sub-section (1) of Section 76 and Sections 77, 78, 79 and 81 which have already been brought into force] of the said Act shall come into force in the following areas in the State of Punjab namely :—

Sl. No.	Name of the Revenue Village	Had Bast No.	Tehsil	District
1.	Samasatpur	149	Jalandhar	Jalandhar

[No. S-38013/27/2008-S.S.I.]
S. D. XAVIER, Under Secy.

नई दिल्ली, 14 मई, 2008

क्र. आ. 1175.—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा-1 की उप-धारा (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा 1 जून, 2008 को उस तारीख के रूप में नियम करती है, जिसको उक्त अधिनियम के अध्याय-4 (44 व 45 धारा के सिवाय जो पहले से प्रवृत्त हो चुकी हैं) अध्याय-5 और 6 [धारा-76 की उप-धारा (1) और धारा-77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी हैं] के उपबन्ध राजस्थान के निम्नलिखित क्षेत्रों में प्रवृत्त होंगे, अर्थात्,

“जिला-अलवर, तहसील अलवर के राजस्व ग्रामों धोली दूब, जटियाणा, रायसीस, नंगला समाधदी, तुलेड़ा, मन्नका, भूगोर, केसरपुर, बल्लाना, लिवारी, भाखेड़ा, बुर्जा, बाढ़ केसरपुर एवं उमरान के अन्तर्गत आने वाले क्षेत्र।”

एवं

“जिला-अलवर, तहसील-ग्रामगढ़ के राजस्व ग्रामों बहाला, सांखला, केशरोली, बटेसरा एवं रुंध धुनीनाथ के अन्तर्गत आने वाले क्षेत्र।”

[संख्या एस-38013/28/08-एस.एस.-1]

एस. डी. जेक्सियर, अवर सचिव

New Delhi, the 14th May, 2008

S.O. 1175.—In exercise of the powers conferred by sub-section (3) of Section 1 of the Employees' State Insurance Act, 1948 (34 of 1948) the Central Government hereby appoints the 1st June, 2008 as the date on which the provisions of Chapter IV (except Sections 44 and 45 which have already been brought into force) and Chapter-V and VI [except Sub-section (1) of Section 76 and Sections 77, 78, 79 and 81 which have already been brought into force] of the said Act shall come into force in the following areas in the State of Rajasthan namely :—

“The areas comprising the revenue villages of Dholi Doob, Jativana, Raysecs, Nangla Samawadi, Tulara, Mannaka, Bhoogor, Kesarapur, Ballana, Liwari, Bhakhera, Burja, Badh Kesarapur and Umrian in Tehsil Alwar, District Alwar.”

AND

“The areas comprising the revenue villages of Bahala, Shankhla, Kashroli, Batestra & Rundh Dhuninath in Tehsil Ramgarh, District Alwar.”

[No. S-38013/28/2008-S.S.I.]
S. D. XAVIER, Under Secy.

नई दिल्ली, 14 मई, 2008

क्र. आ. 1176.—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा-1 की उप-धारा (3) द्वारा प्रदत्त शक्तियों

का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा 1 जून, 2008 को उस तारीख के रूप में नियत करती है, जिसको उक्त अधिनियम के अध्याय-4 (44 व 45 धारा के सिवाय जो पहले से प्रवृत्त हो चुकी है अध्याय-5 और 6 [धारा-76 की उप-धारा (1) और धारा-77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है] के उपबन्ध राजस्थान के निम्नलिखित क्षेत्रों में प्रवृत्त होंगे, अर्थात्,

“जिला-जयपुर, तहसील आमेर के राजस्व ग्रामों बीड़ जैसल्या, आकेड़ा डूंगर, अखेपुरा, लक्ष्मीनारायणपुरा, जगन्नाथपुरा, उदयपुरिया, दीपपुरा, लुनियावास, रमल्या का बास, नीदड़ एवं पांचड़ा के अन्तर्गत आने वाले क्षेत्र।”

[संख्या एस-38013/29/08-एस.एस.-1]

एस. डी. जेवियर, अपर सचिव

New Delhi, the 14th May, 2008

S.O. 1176.—In exercise of the powers conferred by sub-section (3) of Section 1 of the Employees' State Insurance Act, 1948 (34 of 1948) the Central Government hereby appoints the 1st June, 2008 as the date on which the provisions of Chapter IV (except Sections 44 and 45 which have already been brought into force) and Chapter-V and VI [except Sub-section (1) of Section 76 and Sections 77, 78, 79 and 81 which have already been brought into force] of the said Act shall come into force in the following areas in the State of Rajasthan namely :—

“The areas comprising the revenue villages of Beod Jaisalya, Akera Dungar (Akera Doongar), Akhepura, Laxminarayanpura, Jagannathpura, Udaipuria, Deeppura, Luniyawas, Ramalya-ka-was, Neendar and Machra (Macheda) in Tehsil Amer, District Jaipur.”

[No. S-38013/29/2008-S.S.I]

S. D. XAVIER, Under Secy.

नई दिल्ली, 14 मई, 2008

का. आ. 1177.—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा-1 की उप-धारा (3) द्वारा प्रदत्त शक्तियों

का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा 1 जून, 2008 को उस तारीख के रूप में नियत करती है, जिसको उक्त अधिनियम के अध्याय-4 (44 व 45 धारा के सिवाय जो पहले से प्रवृत्त हो चुकी है अध्याय-5 और 6 [धारा-76 की उप-धारा (1) और धारा-77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है] के उपबन्ध राजस्थान के निम्नलिखित क्षेत्रों में प्रवृत्त होंगे, अर्थात्,

“जिला-अजमेर, उप तहसील विजयनगर के राजस्व ग्राम चोसला, बरल-II, नगर, बाड़ी, बड़ा आसन, इन्द्रगढ़ के अन्तर्गत आने वाले क्षेत्र।”

“जिला-भीलवाड़ा, तहसील हुरड़ा के राजस्व ग्राम हुरड़ा, मगर, हुरड़ा संजा, लक्ष्मीपुरा, आनन्दीपुरा, बड़ला, तसवारिया एवं पाटीयों का खेड़ा के अन्तर्गत आने वाले क्षेत्र।”

[संख्या एस-38013/30/08-एस.एस.-1]

एस. डी. जेवियर, अपर सचिव

New Delhi, the 14th May, 2008

S.O. 1177.—In exercise of the powers conferred by sub-section (3) of Section 1 of the Employees' State Insurance Act, 1948 (34 of 1948) the Central Government hereby appoints the 1st June, 2008 as the date on which the provisions of Chapter IV (except Sections 44 and 45 which have already been brought into force) and Chapter-V and VI [except Sub-section (1) of Section 76 and Sections 77, 78, 79 and 81 which have already been brought into force] of the said Act shall come into force in the following areas in the State of Rajasthan namely :—

“The areas comprising the revenue villages of Chosla, Baral-II, Nagar, Badi, Bada Assan and Indragarh in Sub Tehsil Vijaynagar Distt. Ajmer.”

“The areas comprising the revenue villages of Hurda, Magra, Hurda Saija, Laxmipura, Aanandipura, Barla, Taswariya and Patiya ka Khara in Tehsil Hurda District Bhillwara.”

[No. S-38013/30/2008-S.S.I]

S. D. XAVIER, Under Secy.